

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

HEALTHY ADVICE NETWORKS, LLC.)	
)	
Plaintiff,)	
)	
vs.)	Case No.
)	1:12-cv-00610
CONTEXTMEDIA, INC.,)	
)	
Defendant.)	

The deposition of BRADFORD PURDY, called by the Plaintiff for examination, taken pursuant to notice, agreement, and by the provisions of the Federal Rules of Civil Procedure for the United States District Courts pertaining to the taking of depositions, taken before Tina M. Alfaro, CSR No. 084-004220, a Notary Public within and for the County of Cook, State of Illinois, and a Certified Shorthand Reporter of said State, at the offices of Vedder Price, 222 North LaSalle Street, Chicago, Illinois, on the 28th day of March, A.D., 2014 at 9:30 a.m.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 APPEARANCES:

2 FROST BROWN TODD, LLC
3 BY: GRANT COWAN, ESQ.
330 Great American Tower
301 East Fourth Street
4 Cincinnati, Ohio 45202
(513) 651-6900
5 gcowan@fbtlaw.com

6 on behalf of the Plaintiff;

7 SIDLEY AUSTIN, LLP
8 BY: RICHARD O'BRIEN, ESQ.
One South Dearborn Street
Chicago, Illinois 60603
9 (312) 853-7000
robrien@sidley.com

10 on behalf of the Defendant.

11
12
13
14
15
16
17
18
19
20
21
22
23
24 REPORTED BY: Tina Alfaro, CSR No. 084-004220

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

I N D E X

EXAMINATION

WITNESS	PAGE
BRADFORD PURDY	
By Mr. Cowan	4

EXHIBITS

PLAINTIFF'S EXHIBITS	PAGE
Exhibit 205 Notice	13
Exhibit 206 Deposition preparation chart	17
Exhibit 207 Series of e-mails	151
Exhibit 208 Series of e-mails	153
Exhibit 209 (Not described)	154
Exhibit 210 Communication re practice in Alabaster, AL	155
Exhibit 211 Contracts	155
Exhibit 212 Contracts	156

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 whereupon:

2 BRADFORD PURDY,
3 the witness at the time of recess, having been first
4 duly sworn, was further examined and testified as
5 follows:

6 EXAMINATION

7 BY MR. COWAN:

8 Q. State your name, please.

9 A. Bradford Purdy.

10 Q. Mr. Purdy, I'm Grant Cowan. We just met.
11 we've had a chance to talk a little bit about travel
12 and things for a few minutes before the deposition.
13 You understand I represent PatientPoint in a lawsuit
14 that's pending in Cincinnati against Contextmedia?

15 A. Yes.

16 Q. I'm here today to take your deposition in
17 what's called a 30(b)(6) deposition where you've
18 been designated on certain topics by Contextmedia to
19 speak for it. Do you understand that?

20 A. Yes.

21 Q. Have you ever had a deposition taken
22 before?

23 A. No.

24 Q. Let me give you some basic ground rules.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 They're pretty simple I think. The first is it's my
2 job to put to you a question which you understand.
3 So if I ask you a question which is confusing to you
4 in any way, just let me know and I will do my best
5 to rephrase the question and put it to you in such a
6 way that you understand it. Okay?

7 A. Yep.

8 Q. The second thing is to do as you've thus
9 far been doing a good job of and that is to answer
10 orally, preferably with a yes or no or at least
11 words as opposed to an uh-huh or nod of the head
12 because that's difficult for Tina to take down in
13 the transcript. Okay?

14 A. Understood.

15 Q. Then, finally, if you need to take a break,
16 let me know and what I'll do is work myself to a
17 convenient stopping place so that we can all take a
18 break. Fair enough?

19 A. Yes.

20 Q. What is your current position with Context?

21 A. Chief operating officer.

22 Q. And when did you join?

23 A. July of 2012.

24 Q. Tell me a little bit about your background.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Did you go to college?

2 A. I did. I went to Northwestern University.

3 Q. And when did you graduate?

4 A. March of 2011.

5 Q. And what did you take a degree in?

6 A. Economics and political science.

7 Q. My son graduated in 2011, I believe. He's

8 25. Is that about how old are you, 25, 26?

9 A. I'm 24.

10 Q. What did you do between graduation from
11 Northwestern and when you joined Context in July of
12 2012?

13 A. I worked in a unit of Citadel Investment
14 Group called Surveyor Capital in New York.

15 Q. And what did you do for them?

16 A. It was a bit of a hybrid role, but I sat on
17 the trading desk and I worked on the investment
18 team.

19 Q. So after you left Citadel did you then join
20 Context?

21 A. Yes.

22 Q. And how did that come about?

23 A. Rishi and I have been close friends for a
24 number of years. We met through an organization at

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Northwestern called the Institute for Student
2 Business Education, which is an experiential
3 learning platform.

4 Q. It's a student experiential platform?

5 A. Yeah. It's a, at this point, 400-plus-
6 person organization that focuses on experiential
7 learning for undergraduates.

8 Q. What's that mean, experiential learning?

9 A. In undergraduate it's oftentimes that
10 you're getting more theoretical education. This is
11 a group that really focuses on allowing people to do
12 things where they can learn through actually doing
13 them in practice.

14 Q. When you joined Context in July of 2012,
15 did you join as the chief operating officer?

16 A. No. For, I believe, about three to four
17 weeks, I'm not exactly sure on the time it was, you
18 know, confirmed or, I guess, agreed upon, but I was
19 the vice president of business operations.

20 Q. Vice president of business operations?

21 A. Yes.

22 Q. And what were your duties in that position?

23 A. Rishi and I had been a little bit broad
24 because we wanted me to be functional across the

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 organization. It was more to help other people
2 within the organization do their jobs quicker,
3 easier, and make the organization move quicker in
4 its growth and development.

5 Q. So during that time period where you were
6 vice president of business operations did you
7 interact directly with members of the MOE team?

8 A. I interacted directly with them in learning
9 the business. In my first month I certainly spent a
10 lot of time learning the business.

11 Q. And the same would be true with members of
12 the MSE team?

13 A. Yes.

14 Q. Then after the first month when you were in
15 the process of learning the business, did you then
16 become chief operating officer?

17 A. Yes.

18 Q. And how did that come about? Let me strike
19 that.

20 Was it anticipated when you joined that you
21 would be chief operating officer, there would just
22 be a period of time before that would happen?

23 A. Not really.

24 Q. So tell me, how did -- what happened to

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 cause you to go from vice president of business
2 operations to chief operating officer?

3 A. I believe Rishi thought I had a lot of
4 potential, and I think I showed a degree of, you
5 know additive value to the organization in a short
6 period of time.

7 Q. And then what were your job duties and
8 responsibilities as chief operating officer when you
9 became -- took that position? Let me strike that.

10 when did you formally become the chief
11 operating officer?

12 A. I don't remember exactly, but I believe
13 August of 2012.

14 Q. All right. So what were your job duties
15 and responsibilities when you became COO in August
16 of 2012?

17 A. In a large sense they were similar to the
18 objectives that Rishi and I had talked about when I
19 joined the organization, to really focus on, you
20 know, a broad range of activities, whether it's
21 hiring, expanding the organization, working on
22 different ways to develop teams, helping with
23 technology, infrastructure with things like our
24 database, and overall, you know, helping us grow.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. During the time that you've been COO, have
2 you had anybody that reports directly to you?

3 A. Yes.

4 Q. And who would that be? Is it a long list
5 or a short list?

6 A. It's a relatively long list. Right now my
7 direct reports are Chirag Patel and my assistant
8 Julie Anne. Since I started I've also had both
9 Jason and Sylvia, the leaders of our member services
10 team; Travis, who runs our network operations team;
11 Roberta, who runs our logistics team. There were two
12 other assistants at periods of time when they were
13 at the organization. I believe that's all that
14 reports to me. Obviously subsequently through those
15 teams each one of those people is generally a
16 manager of a number of other people through those.

17 Q. Mr. Patel, what's his role?

18 A. He's director of software development. At
19 this point he and I work very closely on software
20 development activities.

21 Q. What kind of software development is
22 Context involved?

23 A. In particular the development is related to
24 our tablet product.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. Anything other than the development of the
2 tablet product?

3 A. The only other thing is related to
4 messaging that is directly integrated into
5 electronic medical records.

6 Q. Messaging like text messaging?

7 A. Both text messaging and a component of
8 e-mail messaging.

9 Q. And how long has Context -- strike that.
10 Does Context currently market or sell an
11 electronic medical records product?

12 A. No.

13 Q. When did it begin developing that?

14 A. I don't recall the exact date.

15 Q. Did Context begin developing it after you
16 joined the company?

17 A. Yes. After Chirag developed -- after
18 Chirag joined the company as well, which was in, I
19 believe, late January 2013. I don't believe any
20 development was done until several months after
21 that.

22 Q. And same question with respect to the
23 tablet product. Is Context currently marketing a
24 tablet product to practices?

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 A. Yes.

2 Q. And how long has it been doing that?

3 A. Practices have had the product since
4 October of 2013.

5 Q. And, again, was Mr. Patel primarily
6 responsible for the development of that product from
7 a technology standpoint?

8 A. Could you rephrase that?

9 Q. Sure.

10 who at Context was, in your mind, the point
11 person from a technology standpoint on the
12 development of the tablet product?

13 A. It was both myself and Chirag.

14 Q. Do you know Mike Williams?

15 A. I do know Mike Williams.

16 Q. Who does he report to?

17 A. At the moment it's Travis.

18 Q. Has he ever reported to Mr. Patel?

19 A. No.

20 Q. At any time since you've been the COO has
21 anyone -- has the MOE team reported directly to you?

22 A. No.

23 Q. And who do they report to?

24 A. I believe technically it's Rishi.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 (Plaintiff's Exhibit 205 was
2 marked as requested.)

3 BY MR. COWAN:

4 Q. Mr. Purdy, I've handed you what we've
5 marked as Plaintiff's Exhibit 205, and this should
6 be the Plaintiff's notice of 30(b)(6) deposition
7 that was directed to Context. Have you seen this
8 before?

9 A. Yes.

10 Q. And, as I understand it, you've been
11 designated by the company to testify as to all of
12 the topics except No. 5?

13 A. There are a number of topics that are no
14 longer, I believe, being discussed today.

15 Q. Okay.

16 MR. O'BRIEN: We objected --

17 MR. COWAN: I was going to ask you --

18 MR. O'BRIEN: -- on one topic. Then on the
19 imaging we both have decided to punt until the
20 forensic exam comes back.

21 MR. COWAN: Fair enough.

22 MR. O'BRIEN: So I think he's not being
23 produced today on 7, 12, or 5, although I made an
24 offer on 5 which is memorialized in an e-mail.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 MR. COWAN: I had asked you to just let me
2 know. Are you offering him up on 5?

3 MR. O'BRIEN: On that one question and answer
4 if you want to drill down.

5 THE WITNESS: I believe 17 is not on there
6 either.

7 MR. O'BRIEN: Right. Right. We've withdrawn
8 that.

9 MR. COWAN: You've withdrawn the defense or not
10 going to do the topic?

11 MR. O'BRIEN: We withdrew the defense. That's
12 memorialized too.

13 MR. COWAN: I'll take your word for it. Is it
14 literally in a pleading?

15 MR. O'BRIEN: It's in an e-mail or something
16 like that.

17 MR. COWAN: Okay. I try to read all my
18 e-mails, particularly when they come from you.

19 BY MR. COWAN:

20 Q. Okay. So let's start with topic No. 1,
21 supervision and training of employees in member
22 outreach marketing and member services. What did
23 you do to prepare yourself to testify on that
24 subject?

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 A. So I spoke to a number of people involved
2 in the training of those teams to prepare myself
3 today.

4 Q. Okay.

5 A. I also reviewed all of the training manuals
6 and materials that I thought were relevant to
7 prepare myself.

8 Q. And, to the best of your knowledge, have
9 all of those training manuals been produced in the
10 litigation?

11 A. To the best of my knowledge, everything
12 that I've reviewed has been produced.

13 Q. Do you recall seeing any documents that
14 didn't have a Context Bates number -- let me strike
15 that.

16 Are you familiar with what a Bates number
17 is on a document? Let me show you real quickly.
18 This is a document that's been previously marked
19 Plaintiff's Exhibit 79. Down in the become
20 right-hand column there's a tag that says Context
21 Production or Context Prod, P-R-O-D, and then some
22 numbers. Do you see that?

23 A. I do see that.

24 Q. That's what some of us sometimes refer to

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 as Bates numbering. Do you recall that the
2 documents you looked at to prepare for your
3 deposition today all had that type of numbering on
4 it?

5 MR. O'BRIEN: He may well have looked at
6 documents that were produced but didn't have Bates
7 numbers on them because they don't have documents
8 internal to the company that have Bates stamp
9 numbers on them. Those that were produced to us
10 have been produced to you. So, for example, he may
11 well have looked at a manual that wasn't the one
12 that's got the stamp on it.

13 MR. COWAN: Okay.

14 MR. O'BRIEN: Secondly, I can represent to you
15 that he didn't review any documents that weren't
16 produced in the litigation. You can ask whatever
17 questions you want.

18 MR. COWAN: No, that's fine. I'll take that.
19 I mean, that will save us a lot of time.

20 MR. O'BRIEN: I made sure of that.

21 BY MR. COWAN:

22 Q. Can I have that document that's in front of
23 you.

24 A. It's the same one as that one.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. It is. I'll give it back to you.

2 MR. COWAN: Let's mark this as the next exhibit
3 (Plaintiff's Exhibit 206 was
4 marked as requested.)

5 BY MR. COWAN:

6 Q. I've handed you what we've marked as
7 Plaintiff's Exhibit 206, and it's entitled "30(b)(6)
8 Deposition Preparation Chart," is it not?

9 A. Yes.

10 Q. Is this a document you prepared?

11 A. Yes.

12 Q. And what -- go ahead.

13 A. Well, there was a template that was given
14 to me, and then I prepared all the notes here. At
15 one point there was a list of to-dos which helped in
16 my progression of doing research in preparing
17 myself.

18 Q. Who provided the templates?

19 A. Sidley Austin.

20 Q. And who provided the to-dos?

21 A. I did.

22 Q. The template -- does the template just
23 have -- that Sidley provided, it essentially had
24 sort of the 30(b)(6) topics column and the notes

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 column, but those were not filled in?

2 A. Exactly. If you basically take here, there
3 was this column which was prefilled in, there was a
4 to-do column which was empty, and a notes column
5 which was empty.

6 Q. The column that was filled in was just the
7 column that had the topics, topic 1, topic 2, that
8 sort of thing?

9 A. And the actual --

10 Q. Language?

11 A. -- language as far as what the topic was.

12 Q. Exactly. And then you created a sort of
13 to-do list, and ultimately after you did your to-dos
14 you completed the notes section?

15 A. That is correct.

16 Q. On topic 1, who were the individuals that
17 you talked to?

18 A. I spoke with Matt Garms, Rishi, Shradha,
19 Sylvia, Jim, and I reviewed Jeana Loewe's deposition
20 to the degree it had any reference to her own
21 training. I believe that's all.

22 Q. The portions of the Loewe deposition that
23 you reviewed, how did you determine what portions to
24 review?

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 A. Here it's specifically talking about
2 supervision and training. So in certain cases I did
3 a search looking for training or key words with
4 regards to supervision.

5 Q. In terms of the individuals, I just want to
6 make sure for the purpose of the record the names
7 are complete. You talked to Matt Garms, Rishi Shaw,
8 Shradha Agarwal, Sylvia Velazquez, and Jim Demas?

9 A. That's correct.

10 Q. And did you talk to them individually or
11 separately? Did you talk to them individually or
12 collectively?

13 A. Individually.

14 Q. And can you give me any ballpark as to how
15 long you spent with each person? I'm just focused
16 on topic 1 right now.

17 A. I don't recall the exact time I spent on
18 topic 1.

19 Q. And when you talked with, say as an
20 example, Mr. Shah, did you talk with him in one
21 sitting where you talked with him about the various
22 topics that you thought he might have information
23 on? Does that make sense?

24 A. I would phrase it differently.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. Okay. How would you phrase it?

2 A. So in certain cases I talked about multiple
3 topics; in certain cases I talked about individual
4 topics.

5 Q. All right. Do you recall which topics you
6 talked with Mr. Shah about where you just talked
7 about one topic?

8 A. No.

9 Q. Do you recall that as to any particular
10 individual you talked to where you have a specific
11 memory of just talking to them about one subject?

12 A. There's certainly times I made
13 clarifications on individual topics.

14 Q. And do you recall specific examples of
15 that?

16 A. I don't recall specifically.

17 Q. So your notes say "First three to four mo
18 informal training." Does that essentially mean the
19 first three to four months was essentially informal
20 training?

21 A. No. The first three to four people who
22 were hired as member outreach executives received
23 rather informal training from the people involved in
24 that process.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. And who were those first three to four
2 people?

3 A. To the best of my knowledge, it was Matt
4 Garms, Patrick Cavanna, Devin Tatum, and there's a
5 handful of people that I believe are no longer
6 members of the organization. Two names that I'm
7 remembering are potentially Lauren Kirby and Jordan
8 Zmick.

9 Q. How do you spell Jordan's last name?
10 Z-M-I-C-K?

11 A. Yes.

12 Q. So in terms of these people that you've
13 identified, if, in fact, these were the people that
14 received -- let me strike that.

15 You've identified five people, Garms,
16 Cavanna, Tatum, Kirby and Zmick. Of those five
17 people can you tell me for certain which of those
18 you know would be included in the first three to
19 four that received informal training?

20 A. I know Matt Garms for sure.

21 Q. Okay. All right.

22 How did Matt receive -- let me strike that.

23 Was Matt the first inside salesperson that
24 was going to be dealing with trying to recruit

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 physician practices?

2 A. Not in the history of the company.

3 Q. Okay.

4 At the time that he joined, did Context
5 have any other inside salespeople recruiting
6 practices?

7 A. From my understanding it was a contract
8 firm, but it was inside sales.

9 Q. Acquirent?

10 A. Yes.

11 Q. Okay.

12 So when Mr. Garms came on board, who
13 provided training to him?

14 A. It's my understanding that Rishi Shah made
15 calls with Matt explaining how to best position our
16 service, and that formulated the vast majority of
17 his training. I know he was also given sales
18 collateral and certain information by Jeana Loewe
19 with regards to the information that she understood
20 about our products and our positioning in the
21 market.

22 Q. And, to your knowledge, were any documents
23 created by Context when Mr. -- at or around the time
24 Mr. Shah provided his training to Mr. Garms?

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 MR. O'BRIEN: Object to the form.

2 You can answer.

3 MR. COWAN: I'd like to get it right. So...

4 MR. O'BRIEN: It's so vague. Any documents
5 related to any subject?

6 MR. COWAN: I'm sorry. That's a fair
7 objection.

8 BY MR. COWAN:

9 Q. Do you know if Context created any
10 documents to assist Mr. Shah in providing his
11 training to Mr. Garms?

12 A. I don't know. I know that there was sales
13 collateral at the time.

14 Q. And, to the best of your knowledge, the
15 sales collateral, though, was generated primarily by
16 Ms. Loewe?

17 A. Yes.

18 Q. Did you talk to Mr. Shah about what he
19 specifically told Mr. Garms to say on calls?

20 A. I've spoken to Rishi about this topic
21 before. In preparation for this there was some
22 conversation, but not directly related to what he
23 told Matt in the context of his training.

24 Q. As you sit here today, are you able to

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 testify as the company representative as to the
2 specific training that Mr. Shah gave to Mr. Garms to
3 train him to make calls into physicians' offices?

4 A. Absolutely. I know exactly how he was
5 trained. I don't know the specific language as
6 you're talking about.

7 Q. So tell me what you know, you know,
8 absolutely to be the case with respect to that
9 subject.

10 A. Yeah. When we call in to practices the
11 number one thing that we focus on is building a
12 relationship and rapport with office managers so we
13 can then sell the merits of our service to that
14 office, and oftentimes the office manager directly
15 relates that to the physician. It's my
16 understanding that he spoke about ways to build
17 rapport and relationships with office managers and
18 what the specific merits are with our service that
19 seem compelling to offices like that.

20 Q. What did Mr. Shah tell Mr. Garms to say
21 relative to any competitors that a practice might
22 have?

23 A. There was sales collateral that gave direct
24 comparisons as regards our service versus others. I

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 believe he pointed to those as great resources as
2 far as the ways in which you could position our
3 service versus theirs. There's a couple topics that
4 are the main components, content, you know, some of
5 our customizations and our account management being
6 a couple of the topics that are certainly
7 highlighted.

8 Q. Did Mr. Shah during his initial training of
9 Mr. Garms provide any training to Mr. Garms
10 specifically related to practices that had Healthy
11 Advice?

12 A. No, I don't believe so.

13 Q. Do you know when Mr. Shah provided this
14 training to Mr. Garms?

15 A. When he was hired.

16 Q. Do you know when Mr. Garms was hired?
17 Understand, some of these questions like the
18 question about when Mr. Garms was hired I don't
19 necessarily expect you to know. So it's just a if
20 you know it let me know.

21 A. In Q4 of 2010 he was hired as a contract
22 employee. I'm not sure as to the exact time he was
23 brought on full time and what would actually
24 validate it as far as when he joined the

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 organization.

2 Q. To the best of your knowledge, did Mr. Shah
3 provide the training that we've been talking about
4 to Mr. Garms when Mr. Garms was a contract employee?

5 A. I believe it was done when he first started
6 selling for the organization, which, to my
7 knowledge, is when he was a contract employee.

8 Q. Would we be able to determine when
9 Mr. Garms -- strike that.

10 Do you believe that there are records that
11 would show when Mr. Garms was a contract employee
12 and when he became a full-time employee?

13 A. I believe those records exist.

14 Q. And then did -- to the best of your
15 knowledge, then, once Mr. Garms was trained by
16 Mr. Shah, did Mr. Garms then become responsible for
17 training the other people as they were on-boarded?

18 A. That is mostly what I'm referring to with
19 regards to informal training. It was certainly
20 training in the sense that I believe Mr. Garms was
21 mostly responsible. I believe it was informal in
22 the fact that it didn't have a training manual and
23 an exact set of procedures that would keep it
24 consistent across people, which is how I would refer

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 to it as informal. That's where these other notes
2 come from. So it's informal and Matt would do
3 things like listen to calls, show them materials on
4 comparisons and other things that were effective in
5 getting people to become salespeople.

6 Q. And then you note that the HAN loop was not
7 used in training?

8 A. Yes.

9 Q. Who told you that?

10 A. Matt.

11 Q. Did Mr. Garms tell you that the HAN loop
12 was ever used for any purpose within Context?

13 A. I don't recall discussing that with Matt
14 Garms.

15 Q. In any of your preparation work for today's
16 deposition did anyone tell that you the HAN loop was
17 used for any purpose?

18 A. Not for a business purpose.

19 Q. For just entertainment, or what?

20 A. I think general knowledge is what I would
21 closely compare it to.

22 Q. What did you learn on that subject?
23 Specifically what I'm asking is you just said the
24 HAN loop was not used for a business purpose, but

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 more general knowledge. Just flesh that out for me
2 if you can.

3 A. What would be your understanding of what
4 general knowledge is defined to be?

5 Q. I could probably give it to you, but you're
6 the one that used it. So I'd probably rather use
7 your definition.

8 A. My definition of general knowledge would be
9 that people are curious, people want to understand
10 things about the industry that they work in and the
11 marketplace. To the best of my knowledge, you know,
12 the HAN -- you said loop or content?

13 Q. HAN loop is the term that you used.

14 A. The HAN loop was certainly played on a TV
15 for a short period of time in the office. More or
16 less it was out of curiosity. There was very little
17 done with the content.

18 Q. You've got a note that says "MG was selling
19 during most of the period, worked to correct team to
20 factual statements." What does that mean? I assume
21 "MG" means --

22 A. Matt Garms.

23 Q. So what did you mean there? I get he was
24 selling during most of the people.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 A. He was selling. So he sat directly in the
2 middle -- and still does -- of all of the sales
3 team, and, to a degree, if he heard anything that
4 was factually incorrect, he would have a direct
5 conversation with them to correct it.

6 Q. And did he give you any specific examples
7 that relates to HAN where he did that?

8 A. Yes, we discussed a couple specific
9 examples.

10 Q. Which ones did you discuss?

11 A. So a specific example would be if there was
12 a statement made about the structure of their
13 content which was inaccurate, about the percentage
14 of their sponsorship or anything that he felt was
15 inconsistent with our public knowledge or things
16 that appeared on materials like the comparative
17 sheets that he thought was inconsistent with what
18 was our understanding of anything about their
19 system, he would have a direct conversation with
20 them and fix it.

21 Q. I got that, but at least as I understand
22 your answer, the one specific that he mentioned to
23 you was if one of the MOEs was making a statement to
24 prospective practices that discussed the percentage

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 of ads on a HAN loop that Mr. Garms felt was
2 inaccurate, he would attempt to correct that?

3 MR. O'BRIEN: Object to the form.

4 You can answer.

5 BY THE WITNESS:

6 A. He would directly speak to them about it
7 being inaccurate and absolutely work to correct it.

8 Q. In any of the documents that you reviewed
9 in preparation for today's deposition did you see
10 anything in writing from Mr. Garms directed to any
11 MOE team member specifically relating to any
12 statements made by MOE team members to practices
13 about HAN?

14 A. I don't recall.

15 Q. Were there any other specifics that
16 Mr. Garms gave you about statements he may have
17 heard an MOE making about HAN that he attempted to
18 correct with whoever made the statement?

19 A. Certainly there were other examples that he
20 gave me. One that I remember right now is if
21 someone said something that he felt was inaccurate
22 about the number of practices that were switched or
23 anything of that nature, he would work to correct
24 them to what he believed was factual.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. And do you know why he would do that?

2 A. Can you rephrase the question?

3 Q. Sure.

4 Do you know why Mr. Garms attempted to
5 correct any statements made by MOEs about HAN that
6 he felt were inaccurate or not truthful?

7 A. Absolutely. I believe, you know, we are a
8 very truthful organization, Matt is a very truthful
9 person, our management team wants to do the right
10 thing in selling the merits of our service, and
11 that's what he was trying to make sure was happening
12 across his team. He was responsible for that.

13 Q. Then you've got a reference to "Jeana
14 worked with the team and attempted to correct
15 inaccurate statements." would that have been
16 gleaned from her deposition as opposed to talking
17 with her specifically?

18 A. I overlapped with her as well while she
19 worked at Contextmedia. I know she was very adamant
20 about people saying truthful things and being
21 correct in their positioning. That was her
22 responsibility as well with regards to things like
23 marketing collateral, and she certainly wanted
24 people to stay consistent with that messaging. I

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 did review her deposition in the process of
2 preparing for today.

3 Q. And then you say on your notes there "Team
4 would sometimes use information/feedback received
5 from clinics in the field." Is that relating to
6 training as opposed to supervision?

7 A. In preparation for my training I spoke to a
8 couple individuals --

9 Q. You said in preparation for your training.

10 A. In preparation for my deposition, I'm
11 sorry, I spoke to members of the member outreach
12 team about this topic, two examples being Brok and
13 Pat Cavanna. Earlier I said -- I guess those are
14 added to the people I said I may have discussed this
15 topic with.

16 I think my goal there was to understand how
17 anything could come to be that was inconsistent with
18 their training or the materials they had been
19 provided, and one of the things they discussed with
20 me was that they would oftentimes get information or
21 feedback from practices in the field and sometimes
22 they would incorporate that into their sales pitch.
23 In cases obviously that proved to be inaccurate.

24 Q. So did they give you specific examples of

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 that?

2 A. I don't recall what the specific examples
3 were.

4 Q. But am I to understand what Mr. -- what
5 Brok and Patrick told you is that on occasion they
6 received information from a practice which they,
7 Patrick or Brok, then incorporated into their sales
8 materials and the information that had been provided
9 by the practice ultimately was inaccurate?

10 A. We discussed them involving them in their
11 pitch, not their sales materials. There was
12 certainly feedback it appears that they received
13 from the marketplace when they were speaking with
14 practices which was inaccurate.

15 Q. Like what? I'm trying to -- I'm not so
16 much testing your knowledge on it as trying to
17 understand what happened. So you said there was
18 feedback that was given that was inaccurate. I
19 don't understand that. You seem confused by my
20 confusion.

21 A. Yeah.

22 Q. So I need to kind of slice this. Patrick
23 and Brok said that occasionally they would receive
24 some information from a practice which they would

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 then incorporate into their pitch. Not necessarily
2 written sales material, into their pitch, correct?

3 A. That's my understanding.

4 Q. Okay. And then at some point in time, if I
5 understand it, they came to learn that this
6 information that was incorporated into their pitch
7 was inaccurate?

8 A. No. I'm saying it's inaccurate.

9 Q. Oh, you're saying it's inaccurate. Okay.

10 A. I'm sure at some point when they had a
11 verbal discussion with Matt Garms, for example, they
12 realized it was inaccurate as well, but I would be
13 speculating on their perception of that to actually
14 give an answer. So I'm not going to give an answer
15 there.

16 Q. But as to a specific example so that I can
17 try to get an idea as to the type of information
18 that a practice may have provided to Patrick or
19 Brok, that you don't know, you don't have a specific
20 example?

21 A. I don't have a specific example. If I may,
22 I can give you a theoretical example of how I would
23 perceive this to happen.

24 Q. Okay.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 A. In a theoretical example I would imagine a
2 practice would say their loop appears or feels like
3 it has 50 percent advertising, in which case they
4 could use that information or did use that
5 information in relaying that to other practices.
6 That would obviously in certain cases be inaccurate
7 and something they shouldn't have done.

8 Q. But just to make sure I understand it, what
9 you're not saying, as I understand it, as the
10 corporate rep is that actually happened? You're
11 using that as a theoretical example? You don't know
12 that any practice ever told anyone at Context that a
13 HAN loop felt like it had 50 percent ads?

14 A. To my understanding, there was a number of
15 things that were told from practices to the team
16 which were used in sales pitches. To the degree
17 that there were things in the sales pitch that were
18 inaccurate, it's my understanding that some of that
19 could have come from feedback or information they
20 received from the field.

21 Q. Of any of the stuff that's utilized in a
22 pitch or sales materials, you're not able to tell me
23 any specifics that came from the practice as opposed
24 came directly from Context?

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 A. I do not have specific examples as far as
2 the feedback they gave them that was then
3 incorporated into anything that seemed inaccurate,
4 no.

5 Q. This is an exhibit, Mr. Purdy, that's been
6 previously marked as Plaintiff's Exhibit No. 10.
7 Take a minute and look at that, if you would.

8 (Witness viewing document.)

9 BY THE WITNESS:

10 A. Okay. I've reviewed it.

11 Q. Is Plaintiff's Exhibit 10 an example of a
12 situation where Ms. Loewe worked with the team and
13 was attempting to correct some inaccurate
14 statements?

15 A. That certainly appears to be the case.

16 Q. And specifically in this e-mail she says in
17 her paragraph No. 2 "Their" -- I believe that's
18 referring to HAN -- "stated advertisement time is 9
19 minutes and 30. Please do not" -- she's capped "do
20 not" -- "say that they only have 17 minutes of
21 content and the rest is ads." Do you see that?

22 A. Yes.

23 Q. She goes on to say "This isn't published
24 and we cannot guarantee this to be true"; do you see

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 that?

2 A. Yes.

3 Q. And at least judging from the To line --
4 the From and To line, it looks as though this e-mail
5 went to Mr. Cavanna, Mr. Vandersteen, Mr. Garms,
6 Ms. Tatum, Mr. Stoll, and Lauren Kirby, correct?

7 A. Yes.

8 Q. And this is dated March 27th of 2012. Do
9 you know -- is it your understanding that at least
10 up until that time, March 27, 2012, Contextmedia
11 MOEs were routinely telling prospective practices
12 that had HAN in their waiting room that HAN's
13 content was 40 percent, 50 percent ads?

14 A. No. It appears there's eight minutes
15 between the e-mail where that's said and when Jeana
16 responds.

17 Q. Right. I understand. I'm saying prior to
18 March 27th of 2012 is it your understanding that
19 Context MOEs were routinely telling HAN practices
20 that the HAN loop consisted of 40 percent or
21 50 percent ads?

22 A. No. I believe we obviously had sales
23 materials where we showed that wasn't the case.
24 They were trained on the fact that 9 minutes and 30

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 was what their published information was, and I
2 would imagine any time this previously had been
3 brought up it had been corrected to the knowledge of
4 anyone involved in that process and to the degree it
5 was heard by anyone. I would imagine that this is
6 an example of something where they made an
7 inaccurate and poor, you know, statement and it was
8 immediately corrected.

9 Q. This is what's been marked previously as
10 Plaintiff's Exhibit No. 27, and this is an e-mail
11 from Mr. Cavanna on April 4, 2012. So this comes
12 after the instruction, the directive by Ms. Loewe
13 regarding what to say about HAN loops and ads,
14 right?

15 A. Yes.

16 Q. And we know from Plaintiff's Exhibit No. 10
17 that Mr. Cavanna got the message from Jeana because
18 he wrote back "Jeana's right, nine minutes of ads";
19 do you see that?

20 A. I do.

21 Q. And then about a week later Mr. Cavanna is
22 writing to a practice and he says in his e-mail
23 "what you're getting now with Healthy Advice is a
24 30-minute slide show that doesn't have any video and

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 half of the 30 minutes consists of ads"; do you see
2 that?

3 A. I do.

4 Q. So despite the instruction, despite the
5 directive from Ms. Loewe, Mr. Cavanna appears to
6 have paid absolutely no attention to that?

7 MR. O'BRIEN: Object to the form. I also note
8 that we're off topic 1 and into topic 5, on which
9 this witness was not tendered.

10 MR. COWAN: No. I'm on supervision.

11 MR. O'BRIEN: It looks like it's more squarely
12 on topic 5.

13 MR. COWAN: Dick, the specific thing is Jeana
14 worked with the team and attempted to correct
15 inaccurate statements.

16 MR. O'BRIEN: I'm not instructing him not to
17 answer.

18 BY MR. COWAN:

19 Q. Go ahead.

20 A. Could you repeat the question?

21 MR. COWAN: Read it back.

22 (Record read as requested.)

23 MR. O'BRIEN: Same objections.

24 You can answer.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 BY THE WITNESS:

2 A. I don't think that's accurate. He appeared
3 to have confirmed that he knows that there should be
4 only nine minutes of ads. So he obviously paid
5 attention to it.

6 Q. Fair enough.

7 Do you have any explanation as to why,
8 then, after having paid attention to what Ms. Loewe
9 said he was advising a HAN practice that their loop
10 had -- consisted of half ads?

11 A. I believe he made a very poor personal
12 decision.

13 Q. And why do you believe that?

14 A. I'm not sure.

15 Q. No. I mean, why do you believe that's a
16 poor personal decision?

17 A. Because he was instructed to say factual
18 statements, he was told what the factual statements
19 were, he confirmed what he believed and knew to be
20 the factual statements, and then he said something
21 that was, to the best of our knowledge, not
22 factually correct in his process that I believe in
23 how I would define a poor personal decision
24 certainly seems like a poor personal decision.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. In terms of the communications that an MOE
2 has with practices, do you have any sense of how
3 much of the communication is oral, meaning on the
4 phone, as opposed to in writing, primarily e-mail?
5 This is MOEs. I'm not talking about MSEs.

6 A. Well, member outreach generally makes
7 between 60 and a hundred calls a day. A lot of
8 that's on the phone obviously. So they have a lot
9 of oral communication. They do send quite a few
10 e-mails. I don't know exactly what the breakdown
11 would be.

12 Q. But it would be fair to say that -- strike
13 that.

14 Before you had mentioned something where
15 you used the term "pitch," and I think you were
16 distinguishing it from sales collateral or sales
17 materials; is that right?

18 A. By "pitch" I would generally be referring
19 to a verbal conversation with an office manager.

20 Q. Okay.

21 Is a lot of what MOEs do, at least during
22 this time frame -- and by this time frame -- strike
23 that.

24 I think for purposes, Mr. Purdy, of the

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 rest of the deposition I'm going to confine my
2 questions to the time period of December 2010
3 through March of 2013.

4 A. I understand that to be the relevant time
5 period.

6 Q. Fair enough. Unless I've got a question
7 for you that goes beyond or outside the parameters
8 of that, just assume that's the time period I'm
9 covering.

10 During this time period, do MOEs -- is the
11 first step in terms of an MOE trying to obtain a
12 practice a cold call in terms of communications with
13 a practice?

14 A. I think the question's kind of ambiguous
15 and not really a fair representation of how the
16 business is run.

17 Q. I'm not trying to misrepresent it. I'm
18 trying to understand it. I'll get into it later
19 when we talk about the practice procedure.

20 A. Do I need these?

21 Q. Just keep the Jeana one out. No, you're
22 done with it. Can you put them all to the side.

23 Plaintiff's Exhibits 11 is an e-mail from
24 Mr. Vandersteen to Ms. Loewe and it's in response to

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 that e-mail that we've just been talking about where
2 she pointed out the HAN stated advertising time in
3 their loop; is that right?

4 A. Let me review it.

5 Q. Sure.

6 (Witness viewing document.)

7 BY THE WITNESS:

8 A. This is the same chain with the last
9 response just being Brok saying thanks for
10 clarifying.

11 Q. Yes. So it appears as though
12 Mr. Vandersteen also got the message?

13 A. He's on the e-mail and he replies, yes.

14 Q. This is an e-mail from Mr. Vandersteen one
15 day later after he got the message from Ms. Loewe to
16 a practice. The attachment says "HA switch." You
17 understand that to be a HAN switch?

18 A. Yes.

19 Q. And he says "Hi Debbie. I can't stress
20 enough how much better our network is than the
21 Healthy Advice TV you have. You have a 30-minute
22 PowerPoint slide of general information right now
23 and half of it is advertising." Do you see that?

24 A. Yes.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. And do you know why it is that
2 Mr. Vandersteen one day after being directed and
3 instructed by Ms. Loewe about what should and should
4 not be said about the amount of advertising in a HAN
5 loop is continuing to say that the HAN loop consists
6 of half advertising?

7 A. Do I know why he did it? No.

8 Q. Would you categorize this as a, as with
9 Mr. Cavanna, another poor personal decision?

10 A. It certainly appears to be a poor personal
11 decision. It appears they have exaggerated or
12 certainly not been consistent with what they've been
13 told and certainly been supervised to say to people
14 in the field.

15 Q. Here's an e-mail from Mr. Stoll. We know
16 from the original e-mail from Ms. -- the one we
17 looked at with Mr. Cavanna that Mr. Stoll was a
18 recipient of the directive from Ms. Loewe?

19 A. Yes.

20 Q. You see this is an e-mail from him June 8
21 of 2012, so a couple months after being instructed
22 and directed as talked about by Ms. Loewe. About
23 halfway down in his e-mail, "Healthy Advice is a
24 30-minute PowerPoint slide of general health

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 information, and that's not what patients come to
2 your office for. Less ads. Healthy Advice is close
3 to 40 percent advertising." Do you see that?

4 A. I do see that.

5 Q. Again, would you characterize that, as you
6 have for Mr. Cavanna and Mr. Vandersteen, as a poor
7 personal decision?

8 A. Yes, I believe that to be the case. These
9 sales representatives obviously make thousands of
10 phone calls and conversations and e-mails with the
11 marketplace, and it certainly appears that they've
12 in a number of cases made poor personal decisions
13 which are not accurate or representative of how
14 we've trained them, what our policies are, or
15 certainly what they've been directed to do by
16 managers and supervision.

17 Q. Let me show you one more, and if you want
18 we can take a break.

19 This is Plaintiff's Exhibit 50. You'll see
20 now we're into late August of 2012. Take a minute.
21 The first e-mail is late August of 2012, and then
22 the second e-mail is early September 2012.

23 A. Are these all the same e-mail template,
24 just sent to different practices?

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. They're sent to different practices. It's
2 sort of a compendium exhibit. I'm only going to ask
3 you about the first and third page. You'll see
4 these are from Mr. Vandersteen. The first page is
5 an e-mail dated August 31 to a practice, the second
6 one is September 6, both of them referring to
7 Healthy Advice. In one he says roughly 40 percent
8 of the Healthy Advice loop is advertising. The next
9 one he says roughly 50 percent of the Healthy Advice
10 loop is advertising. Do you see that?

11 A. Yes.

12 Q. Let me just ask you about that. Do you
13 have any understanding as to why in one e-mail it
14 would be 40 percent and in one e-mail it's
15 50 percent?

16 A. So I spoke to Brok yesterday about the
17 reason for which he was taking information that he
18 had received from our organization and changing
19 things to make it appear as facts in the sales
20 process. As I've previously mentioned, he even
21 personally told me it was a poor personal decision,
22 it was something that he was not directed by anyone
23 to do, and that as soon as someone else,
24 particularly Matt Garms, realized this was the case,

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 he was immediately reprimanded and it was stopped.

2 Q. When did that happen?

3 A. I don't recall.

4 Q. Did he give you a specific -- was there a
5 specific reason why he was reprimanded? By that I
6 mean was there a specific statement for which he was
7 reprimanded?

8 A. No. It was for making inaccurate
9 statements to offices. He was reprimanded as soon
10 as he was made aware. As you can see in a lot of
11 correspondence, as soon as we're made aware of it we
12 act upon it. In the case of an earlier example, it
13 was within eight minutes. I believe we're always
14 trying to make sure we properly prepare ourselves in
15 selling the merits of our service which we believe
16 to be very competitive, in certain cases a better
17 choice for offices.

18 Q. To your knowledge, was Mr. Garms
19 supervising, reviewing the written communications
20 that were being provided by the sales team, by the
21 MOEs to prospective practices during the relevant
22 time?

23 A. No. We trust our sales representatives to,
24 you know, represent our company to the best of their

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 ability. Matt Garms did not individually monitor or
2 check each correspondence that was sent out into the
3 marketplace.

4 MR. COWAN: I'm going to switch to topic 2. Do
5 you want to take a break?

6 MR. O'BRIEN: Sure.

7 (A short break was had.)

8 BY MR. COWAN:

9 Q. Let's go to topic 2. So who did you talk
10 to with respect to topic 2?

11 A. I believe just Jim.

12 Q. Demas?

13 A. Yes.

14 Q. Did you review any documents?

15 A. I looked at our authorization form, and I
16 reviewed all of the correspondence in early January
17 2011 between HAN and Contextmedia. Then I saw an
18 exhibit with regards to the conversation between
19 AccentHealth and Contextmedia in early 2011 as well.

20 Q. So your first note says "When Context
21 became aware of competitors, Rishi originally wanted
22 to compete in the market on the merits of service
23 offering. Jim made recommendation of an
24 authorization form for competitor switch-outs." Do

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 you see that?

2 A. Yes.

3 Q. In some of the materials I've seen there's
4 reference to a competitor switch-out package. Have
5 you seen that?

6 A. Could you rephrase the question?

7 Q. Yeah. Let me ask a different one. I'm not
8 going to rephrase that one. I'll ask a different
9 one.

10 Have you ever heard the term as it's used
11 by Context "hassle-free switch-out"?

12 A. Only in the course of this proceeding.

13 Q. And only in the course of your involvement
14 to become prepared to be the 30(b)(6) or --

15 A. Yes.

16 Q. Do you know -- when you talked with
17 Mr. Demas, did you get a sense of who it was that
18 came up with the idea of developing a competitor
19 switch-out practice or procedure?

20 A. Competitor switch-out practice?

21 Q. The practice of -- strike that. I can tell
22 easily with you when I've asked a question which is
23 confusing. So that's helpful.

24 During the relevant time did Context have a

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 procedure for dealing with competitor switch-outs?

2 A. Not during the entirety of the relevant
3 time period.

4 Q. Okay. What period of time do you believe
5 Context had a procedure for dealing with competitor
6 switch-outs?

7 A. My next note says that, you know, after the
8 first three to five switch-outs there was a process
9 by which they would ship the equipment directly from
10 the office where a switch-out had happened directly
11 back to Healthy Advice. I believe once that
12 procedure was in place as well as the authorization
13 form, which I believe happened at the first
14 switch-out of any kind, I would call that probably
15 the period by which there was actually a procedure
16 in place. From my understanding, it's indeterminate
17 when that exact date was.

18 Q. Fair enough.

19 Did Mr. Demas -- strike that.

20 Do you know why Context developed the
21 authorization form?

22 A. So we believed it to be the office's choice
23 to choose whichever service they wanted with regards
24 to, you know, something like a competitor versus

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 something that Contextmedia was offering. In cases
2 where they were switching from one service to
3 another, we believe we needed to have written
4 authority from the office if and when they chose to
5 switch to be able to move forward with any change of
6 service.

7 Q. And did change of service include Context
8 removing a competitor's equipment?

9 A. No, not always. I suppose the word
10 "always" is incorrect. I don't believe that Context
11 removing any equipment would be necessary for a
12 change in service.

13 Q. Why not?

14 A. To give an example, we have an agreement
15 with AccentHealth whereby there's notice given to
16 each respective organization if an office chooses a
17 different service. In the vast majority and
18 everything that I'm really privy to each respective
19 organization has generally handled their own
20 equipment in any change of service, there's been
21 quite a few, but I don't believe it's necessary for
22 any change of service whatsoever.

23 Q. Context has sort of a similar agreement
24 with PatientPoint or at least has since about the

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 end of March 2013?

2 A. Yeah.

3 Q. And how has that worked from your
4 standpoint?

5 A. My understanding is that it has been far
6 more effective and certainly mitigated any concerns
7 that are main contentions being brought in this
8 lawsuit. I also believe there are certain cases
9 where it has been, you know, not as responsive as we
10 would potentially like, but I certainly believe it
11 has been far more effective.

12 Q. Did the authorization form that Context
13 prepared purport to have the practice authorize
14 Context to remove a competitor's piece of equipment?

15 A. Could you rephrase that question?

16 Q. The authorization form that was used by
17 Context -- and let's focus specifically on Healthy
18 Advice practices. Did the authorization form
19 purport to have the practice authorize Context to
20 remove the Healthy Advice equipment?

21 A. I don't believe that is what is being
22 authorized in the authorization form. If you have
23 an example, I'm happy to look at it.

24 Q. We marked one. I'll see if I can get it.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 well, wait a second.

2 This is Plaintiff's Exhibit 38. Take a
3 minute and look at that, if you would.

4 (witness viewing document.)

5 BY THE WITNESS:

6 A. So in this case, you know, I believe my
7 answer was incomplete in the sense that I said I
8 don't believe that's what it's authorizing because I
9 believe there's a holistic sense of what it is
10 authorizing. In this case the example I'm looking
11 at says that "The technician is responsible for
12 installing the Rheumatoid Health Network system and
13 to also uninstall and remove the existing name of
14 competition system and to arrange to have all
15 equipment returned to name of competition."

16 In this case one of the components of the
17 installation authorization appears to be the
18 authority to remove and uninstall that equipment
19 which the office is giving us the authority to do.
20 So that was sort of the way in which I was actually
21 answering the previous question where I believe
22 there's a holistic sense to which this authorization
23 form is being completed.

24 Q. Just so you understand, this is not

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 intended to be a test. So if there's a document
2 that you need to look at to make your answer
3 complete, don't hesitate to tell me that. I'm not
4 trying to, you know, expect that you know every word
5 in every document.

6 A. Absolutely. I'm trying to make sure that
7 words are not being taken out of context.

8 Q. I appreciate that. Neither of us want
9 that.

10 Did you discuss with Mr. Demas why
11 Context -- strike that.

12 Did Context believe that it needed the
13 authorization form in order to proceed with a
14 competitor switch-out? And I should say a signed, a
15 completed, an executed authorization form.

16 A. I can't speculate as to what Contextmedia
17 and the management team believed. You know, we
18 certainly wanted to make sure we had written
19 authorization to be able to proceed with a
20 switch-out.

21 Q. And, to the best of your knowledge, for all
22 of the switch-outs that involved Healthy Advice, did
23 Context obtain an executed authorization form?

24 A. To the best of my knowledge, we did obtain

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 an authorization form in every switch-out.

2 Q. Did Mr. Demas indicate to you at any time,
3 and certainly in connection with your preparation
4 for your testimony today, why he felt Context should
5 utilize an authorization form for Healthy Advice
6 switch-outs?

7 A. We did not specifically talk about why he
8 believed that should be used.

9 Q. Let me hand you what we previously marked
10 as Plaintiff's Exhibit 79. Take a minute and look
11 at that. My first question is going to be with
12 respect to if you recall having reviewed that
13 document?

14 (Witness viewing document.)

15 BY THE WITNESS:

16 A. No, I haven't reviewed this document.

17 Q. Have you had a chance to just now?

18 A. Yeah.

19 Q. I'm going to just ask you about the top
20 part, the e-mail from Mr. Shah dated January 24,
21 2011. You understand that this is a series of
22 e-mails relating to the issue of switching out a
23 Healthy Advice practice?

24 A. Yes, that's my understanding.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. And Mr. Shah in his e-mail says "we do have
2 a set plan in place to deal with it whereby we
3 communicate with HAN on behalf of the office to pick
4 up the equipment once we take it down so it's hassle
5 free for the site"; do you see that?

6 A. Yes.

7 Q. And is that consistent with your
8 understanding as the 30(b)(6) witness for the
9 company as to the practice or procedure for
10 switching out HAN practices, that being that Context
11 will communicate with HAN on behalf of the practice
12 to pick up the equipment once it's been taken down?

13 A. No. I don't believe this is a holistic
14 view into what our policies are. I believe this was
15 at the time where it was very early in us developing
16 the policies. At some point it was far more clear
17 as far as how this was done.

18 Q. And when was that?

19 A. I believe I discussed earlier it was a
20 little bit ambiguous as to when those procedures
21 were formed. It was certainly in the earlier, you
22 know, maybe Q1 of 2011, maybe potentially into Q2,
23 but I'm not a hundred percent sure.

24 Q. But was it your understanding in the

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 relevant time period the Context practice for doing
2 a HAN switch-out was to, A, get a signed
3 authorization form for the practice and then, B,
4 remove the HAN equipment and then provide HAN notice
5 that its equipment had been removed and would be
6 shipped back to them?

7 A. Do you mean by 1, 2, 3 for it to be
8 chronological?

9 Q. Right.

10 A. Then what you just said I don't believe is
11 the policy.

12 Q. All right. what do you believe the policy
13 is?

14 MR. O'BRIEN: Can we get a time frame here?

15 MR. COWAN: That's fair.

16 MR. O'BRIEN: He's already testified it sort of
17 changed.

18 MR. COWAN: It did change.

19 BY MR. COWAN:

20 Q. I thought you had said it's a little bit
21 ambiguous as to sort of the time line. Tell me as
22 best you can what the practice was from when the
23 first switch-out was done up through to March of
24 2013.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 A. Isn't your question a little bit
2 inconsistent with what you just said where it's
3 changed over time? How could there be a policy
4 across the entire period?

5 MR. O'BRIEN: I think he's asking you what it
6 was at various points in time. Is that fair?

7 MR. COWAN: Yeah.

8 BY THE WITNESS:

9 A. So in a general sense I think, you know, at
10 first we found that there were offices with
11 competitor services. The office after going through
12 a sales process, you know, chose or asked to use our
13 service, and they signed a written authorization
14 form to allow us to install our service and in
15 certain cases remove the service that was in
16 existence. I believe there was, certainly at the
17 beginning, a number of attempts to try and reach
18 Healthy Advice. Here's an example whereby the
19 practice was directly trying to reach Healthy
20 Advice.

21 Q. And you're referring to?

22 A. The exhibit you just gave me.

23 MR. O'BRIEN: What's the number?

24 BY THE WITNESS:

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 A. I think it's 79. There's a thing that says
2 "An office manager at one of my offices has informed
3 me that Healthy Advice has told them that their
4 equipment is not to be touched or removed by anyone
5 other than Healthy Advice technicians. The Healthy
6 Advice contract or the addendum states that the
7 account must keep the equipment for six months and
8 give written notice 30 days prior to the end of the
9 period to have that monitor removed."

10 So in that case the offices were, we
11 believed, giving authority to switch. We don't
12 comment on their contract or the agreement, if such
13 exists. You know, they're made aware of the
14 authorization that the clinic gives us. In the case
15 where we'd remove the equipment, we'd remove their
16 equipment, install our service, and, you know, I
17 think at first there was a little bit of a hazy
18 period where it wasn't exactly clear where to send
19 the equipment back to.

20 I think in a couple cases -- I certainly
21 know that Dr. Margules, the first switch-out case,
22 the equipment was sent to our office and then sent
23 from our office to Healthy Advice. In certainly
24 subsequent switch-outs after a protocol was put in

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 place it was shipped directly from the office to
2 Healthy Advice.

3 Q. In terms of just your best estimate of
4 timing as to when that protocol was instituted --
5 I'm not going to hold you to it -- are we talking,
6 you know, March of '11? Are we talking April?
7 June?

8 A. I think it's rather unknowable. If I were
9 to make a best guess, it was Q1 of 2011, but I will
10 say I just discussed two different policies
11 obviously and a time line of how policies
12 progressed.

13 Q. So the second --

14 A. Our latest policy and certainly what I
15 think has been used for the vast majority of the
16 relevant time period was developed in Q1 of 2011.

17 Q. It was developed in Q1 of 2011?

18 A. To the best of my knowledge.

19 Q. And what is that -- what's that policy?

20 A. It's what I just described where an office
21 would be sold into the merits of our service by our
22 inside sales team. At some point when they agree to
23 sign up with our service, the member services
24 executive would work directly with the office to get

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 a written authorization form. If in a case they
2 could not reach HAN or HAN would not come and
3 uninstall the equipment, there certainly has been
4 cases where authority was given to remove that
5 equipment and send it directly back to HAN from the
6 office. During that process we would install our
7 equipment.

8 Q. We need to kind of give a name for that
9 practice or procedure because it's the one that was
10 in place for the bulk of the relevant period, right?

11 A. Uh-huh.

12 Q. Yes?

13 A. Yes.

14 Q. So let's call it the operative practice.

15 A. The operative HAN switch-out practice.

16 Q. The operative HAN switch-out practice. Is
17 the operative HAN switch-out practice documented?

18 A. I'm not sure if the entirety is documented.
19 There are certainly pieces that are documented.

20 Q. Where would that be?

21 A. I'm not sure exactly where they would be
22 documented. For example, the authorization form is
23 clearly documented.

24 Q. I think I handed you -- do you still have

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Exhibit 38? Yeah, that's it.

2 So take a look at this. This is an e-mail
3 from Sylvia Velazquez to Chad Peterson Friday,
4 February 18, 2011. The subject is "Templates for
5 switch package"; do you see that?

6 A. Yes.

7 Q. Just take a minute and review the documents
8 in here, and my question's simply going to be are
9 these documents documents that were used as part of
10 the operative HAN switch-out practice?

11 (Witness viewing document.)

12 BY THE WITNESS:

13 A. These certainly seem like documents like
14 those that would be in the operative HAN switch-out
15 process. I'm not necessarily sure if these are part
16 of that.

17 Q. All right. So I take it that what you're
18 saying is the documents that are in Plaintiff's
19 Exhibit 38 are consistent with what you would
20 understand or expect to be as part of the operative
21 HAN switch-out practice?

22 A. These are examples of things that I would
23 imagine would be a part of a switch-out process.
24 It's not necessarily -- I don't know exactly what's

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 part of that process. So I'm not necessarily sure
2 what I would expect. Your question seems like
3 there's some opinion in there.

4 Q. This is Plaintiff's Exhibit 5. It should
5 be at least a version of the MOE training manual. I
6 think you had indicated that you did review certain
7 versions of training manuals in preparing for
8 today's deposition, correct?

9 A. Yes.

10 Q. This version, at least as of June 10, 2011,
11 has a section that talks about competitor
12 switch-outs.

13 A. What page is that?

14 Q. I'll get to it. It is -- it's page 27 of
15 the document. The Bates number is 6484. You'll see
16 there's a section that says "Competitor switch-out
17 process."

18 A. Yep.

19 Q. If you could just review that section at
20 least until -- it carries over, Mr. Purdy, to the
21 next page, and then there's a section that deals
22 with AccentHealth switch-outs. I don't need you to
23 read the AccentHealth part. My question is going to
24 be, so you understand why I'm asking you to read it,

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 is what's described here on pages 27 and 28
2 consistent with your understanding of the operative
3 HAN switch-out practice?

4 (witness viewing document.)

5 BY THE WITNESS:

6 A. So this certainly seems to be part of what
7 would be an operative switch-out process. Since I'm
8 not necessarily sure of all the components of it, I
9 can't necessarily say if this is, you know, a
10 hundred percent consistent with all of it.

11 Q. There's nothing -- let me try to get at it
12 a different way, then, at least take your answer as
13 best I can. I take it, Mr. Purdy, there's nothing
14 in what you've reviewed on pages 27 and 28 of the
15 exhibit, Plaintiff's Exhibit 5, that's inconsistent
16 with your understanding of the operative HAN
17 switch-out practice?

18 A. Nothing to my current knowledge seems
19 inconsistent.

20 Q. And in connection with the -- strike that.
21 On page 22 of the document you'll see a
22 document that is referred to as the "RHN Sign-up
23 Form."

24 A. I see that.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. Are you familiar with that document
2 generally?

3 A. Yes.

4 Q. And is the RHN sign-up form part of the
5 operative HAN switch-out practice?

6 A. Sign-up forms change quite a bit over time,
7 but we certainly do have a sign-up form for every
8 office and that would be consistent with anything in
9 a switch-out process.

10 Q. The bottom part says "Agreement"; do you
11 see that?

12 A. Yes.

13 Q. And then the last part says "I agree to not
14 remove, relocate, modify, alter, or disrupt any of
15 the RHN system components without prior consent from
16 the Rheumatoid Health Network"; do you see that?

17 A. Yes.

18 Q. Were you aware that that language was in
19 the RHN sign-up form that was part of the operative
20 HAN switch-out package?

21 A. This I believe is dated June 10, 2011. I
22 certainly see that this is a sign-up form that we
23 used at this period of time. I see this language is
24 in here. So it certainly would overlap with a

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 period that would be -- during which we probably had
2 a operative switch-out process. You know, there
3 certainly could be a period of time where that isn't
4 the case.

5 Q. Do you know that or or just saying -- are
6 you saying that to be careful, or do you know that
7 there was a period of time during when the operative
8 HAN switch-out practice was used that Context did
9 not use this form?

10 A. We've always used the sign-up form. I
11 suppose there's a lot of variables we're talking
12 about here, and I'm not necessarily sure to be
13 careful whether or not that's the case.

14 Q. Does Context believe that the agreement
15 portion of its RHN sign-up form when it's part of
16 the HAN operative switch-out practice is a contract?

17 A. No. We look at our agreement as something
18 by which we prefer the office to follow. We don't
19 believe we have a contract.

20 Q. And why is it, then, that you have the
21 practice sign something that's entitled "Agreement"
22 and actually ask for their signature?

23 A. Because we certainly want to affirm what
24 they're doing is truthful and that we've

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 communicated it as our preference. They're also
2 obviously affirming to a number of other things
3 here, and I think we really want to make sure that
4 we have the correct information. So there's a lot
5 of things with regards to the accuracy of their
6 suite, their specialty, their data, and, you know, I
7 think they're affirming to all of that.

8 Q. The provision at the bottom of the
9 agreement that says "I agree to not remove,
10 relocate, modify, alter, disrupt any of the RHN
11 system components without prior consent from the
12 Rheumatoid Health Network," does Context expect its
13 practices to abide by that portion of the agreement?

14 A. We certainly prefer that they do.

15 Q. To your knowledge, was any practice ever
16 advised before it signed the agreement that this is
17 really just Context's preference, it's not really a
18 contract?

19 A. I don't really recall.

20 Q. I think I'm done with that one.

21 A. Are you done with all of these?

22 Q. I am, yeah.

23 I'm handing what you we've marked
24 previously as Plaintiff's Exhibit 110. This is,

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Mr. Purdy, another one of these compendium exhibits.
2 Take a minute and just review it briefly to
3 yourself.

4 A. All of it?

5 Q. Yeah, all of it. I'm trying to figure out
6 if there's a way for me to streamline it.

7 A. I know what all of these are. I've
8 reviewed these.

9 Q. Okay. What do you understand these to be,
10 then, since you've reviewed them?

11 A. This is very similar to a topic we've
12 already discussed. In fact, I believe there's an
13 e-mail here that has the exact language that we've
14 already discussed on this page that just happened to
15 be in an e-mail before. I think this is considered
16 rogue or kind of independently created collateral.
17 I believe this here has the exact language that was
18 previously in an e-mail.

19 MR. O'BRIEN: He's looking at Context
20 production 1160.

21 BY MR. COWAN:

22 Q. Right. So 1160, we looked at a similar
23 version or a somewhat similar version before, and
24 this was described as sort of rogue collateral

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 material; is that right?

2 A. Exactly.

3 Q. And let's just stick with that page. What
4 is it that you consider to be the rogue part of it?
5 Just read the entire -- everything that's said in
6 here.

7 MR. O'BRIEN: This page or the whole exhibit?

8 MR. COWAN: No, just this page.

9 BY THE WITNESS:

10 A. This page in my understanding is rogue in
11 that it wasn't produced by our marketing team and
12 was independently created by a member of the sales
13 team and, from what I see here, has inaccurate
14 information on it.

15 Q. And what is the inaccurate information?
16 which specific sentence in this document is
17 inaccurate?

18 A. So obviously there's a lot of variation in
19 product perception and the way something can be
20 described. I would say that, to the best of my
21 knowledge, Healthy Advice doesn't use PowerPoint in
22 the development of their content. And albeit the
23 words "Healthy Advice is close to 50 percent" can be
24 about as wide ranging as it gets, but it certainly

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 infers it's within a close proxy of 50 percent
2 advertising, which neither of those two, at least as
3 I'm sort of looking down here, I would say are
4 exactly consistent with how we tell the team to
5 message it.

6 Q. Do you understand that the documents that
7 are -- that comprise Plaintiff's Exhibit 110 are
8 materials that were utilized by MOEs as part of the
9 operative HAN switch-out practice?

10 MR. O'BRIEN: Take your time and look at it
11 given that question. There's a lot of pages in
12 here.

13 MR. COWAN: Do not disobey your lawyer.

14 (Witness viewing document.)

15 BY THE WITNESS:

16 A. Okay. There appears to be an installation
17 authorization form and a sign-up form as the last
18 two components of this exhibit. I believe those two
19 documents are used in the operative switch-out
20 process. Everything else I see here, to the best of
21 my knowledge, was something that was independently
22 created by the sales team and is certainly not part
23 of the operative switch-out process.

24 Q. When you say "not part of the operative

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 switch-out practice," do you mean by that it is --
2 those documents are materials that should not have
3 been used by Context?

4 A. So I spoke to Brok yesterday about this.
5 Brok confirmed to me he created the "Switching Is
6 Easy" document, so 4515, and he also created 1160 at
7 his own volition, both of which in my estimation do
8 not contain a hundred percent accurate or correct
9 portrayals of how our organization would
10 characterize the service and are inconsistent with
11 how they've been trained. And as soon as it was
12 brought to light and Matt Garms was made aware of
13 this, he immediately told them to stop using it and
14 they were discarded.

15 Q. When did that happen?

16 A. Within a very short time period.

17 Q. Within a very short time period of what?

18 A. Of when they started being used.

19 Q. When did they start being used? When did
20 they stop being used?

21 A. I'm not sure exactly when they started
22 being used, but as soon as we were made aware of it,
23 they stopped using it.

24 Q. Right. I understand that. When did that

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 happen?

2 A. I don't think anyone really has direct
3 knowledge as far as the date.

4 Q. So the company is not aware of when these
5 materials started -- were first used and when they
6 stopped being used, correct?

7 A. To my knowledge, I don't believe we
8 understand the exact dates that they were started or
9 stopped being used.

10 Q. Do you know whether or not the materials
11 that were created by Mr. Vandersteen were used by
12 any of the other MOEs other than Mr. Wiser,
13 Mr. Cavanna, and Mr. Vandersteen?

14 A. I don't have any reason to believe so.

15 Q. Why do you say that? Did you talk to
16 Ms. Tatum?

17 A. I didn't speak with Devin directly about
18 this, no.

19 Q. Did you speak with any of the other -- did
20 you speak with any of the MOEs other than Mr. Wiser,
21 Mr. Cavanna, and Mr. Vandersteen specifically as to
22 whether or not they used any of the materials that
23 we're talking about that Mr. Cavanna created -- I'm
24 sorry -- Mr. Vandersteen created?

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 A. I spoke with Matt Garms.

2 Q. And what did he say? Did he use any of
3 them?

4 A. No. As I just discussed with you, these
5 were things he affirmed were independently created
6 by the team and that, as soon as he was made aware
7 of it, were immediately stopped being used by the
8 team. That's what I heard from every single person
9 I spoke to.

10 Q. Did Mr. Garms indicate how it was he put an
11 end to use of these materials, how he actually did
12 that?

13 A. To my understanding, they have regular
14 meetings, oftentimes on Monday mornings. I believe
15 this collateral or the use of this collateral was
16 raised in an individual meeting. I think Matt asked
17 to see it, and I believe as soon as he saw it he had
18 a verbal confirmation with Brok, who obviously
19 created and showed him the documents, as well as
20 everyone on the team that this was inconsistent with
21 our policies and should never be used again.

22 Q. And is the company certain that after that
23 conversation was had that these materials were never
24 utilized again?

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 A. I don't believe the company is certain that
2 they were never used again.

3 Q. Is Mr. Garms still with the company?

4 A. Yes. He still leads the member outreach
5 team.

6 Q. And Mr. Vandersteen is still with the
7 company?

8 A. Yes.

9 Q. Mr. Cavanna is?

10 A. Yes.

11 Q. What happened to Mr. Wiser? Is he still
12 with the company?

13 A. Yes.

14 Q. Take a look at Plaintiff's Exhibit 28, if
15 you would.

16 (Witness viewing document.)

17 BY THE WITNESS:

18 A. I've read it.

19 Q. Have you seen this one before?

20 A. No.

21 Q. This is an e-mail from Mr. Cavanna to
22 Mr. Garms dated April 12 of 2012, is it not?

23 A. Yes.

24 Q. And this apparently refers to a Healthy

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Advice switch-out?

2 A. That's what it looks to be referring to,
3 yes.

4 Q. The "Notes for MS," that would be -- let me
5 just step back. I think I've seen so many of these,
6 but I just want to understand kind of generally what
7 this is. Is this information that's put into some
8 sort of database?

9 A. I'm not sure actually.

10 Q. Okay.

11 In any event, it says "Notes for MS." I
12 assume that's the member services? Do you take that
13 to be referring to member services?

14 A. Yes.

15 Q. It says "Sylvia, this is kind of urgent.
16 They have Healthy Advice right now and they are
17 scheduled to upgrade the TV on Monday. We, of
18 course, swooped in and told her not to do it, to go
19 with us. As I was talking to her today, Healthy
20 Advice called her and told her that no one is
21 allowed to touch the television except Healthy
22 Advice, which obviously is a bold-faced lie." Do
23 you see that?

24 A. I do see that.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. Do you believe that -- does the company
2 believe that Healthy Advice advising a practice, one
3 of its practices that no one is allowed to touch the
4 television except for Healthy Advice is a bold-faced
5 lie?

6 A. How would you characterize "bold-faced
7 lie"?

8 Q. You know --

9 A. I think there's a number of ways you can
10 actually look at this statement. So I'm just
11 wondering.

12 Q. Yeah. So I'd respectfully say that you're
13 probably in a better position since this is the
14 company's employee that's making this statement, but
15 if you can't answer it because you don't understand
16 what is meant by "bold-faced lie," then I'll move
17 on.

18 A. I think I understand what he means by
19 "bold-faced lie." I think what is the part that I
20 may have a different opinion on is that, depending
21 on how this is read, it's said that, you know,
22 Healthy Advice is the only one that's allowed to
23 touch the equipment. I do believe it's the
24 company's position that, given authorization, a

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 third party can remove the equipment if that is the
2 office's choice. So if that's a binary statement
3 where they are the only person to touch it and
4 Patrick is thus saying that it is a bold-faced lie
5 in the sense of that is not a hundred percent being
6 truthful, then I think there are different ways of
7 interpreting this.

8 Q. During your investigation in preparation
9 for being the corporate representative on the topics
10 so designated, did you learn that there was a
11 desire, an interest on the part of the company to
12 try to remove Healthy Advice equipment before
13 Healthy Advice was notified that the equipment was
14 going to be removed or their agreement with the
15 practice was going to be canceled?

16 A. Could you repeat the first part of that
17 question? Did you say the word was it a tactic?

18 Q. I don't think I did, but she knows better.

19 (Record read as requested.)

20 BY THE WITNESS:

21 A. No, I don't believe it was a desire because
22 I believe it was our desire to have a written
23 authorization form signed and directly faxed back to
24 Healthy Advice.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. Do you know typically how long it took
2 between the time that the authorization form --
3 strike that.

4 who was the authorization form faxed to?

5 A. Which authorization form?

6 MR. COWAN: Can you read back his answer.

7 (Record read as requested.)

8 BY MR. COWAN:

9 Q. Is it --

10 A. So you're talking about the installation
11 authorization form?

12 Q. I'm talking about whatever you were talking
13 about.

14 A. Yeah. I think during a switch-out
15 proceeding it is our desire to have an authorization
16 form signed by a practice and for the notice -- I've
17 seen in other documents as far as a notice that an
18 office can send to Healthy Advice with regard to
19 this procedure executed prior to anything happening
20 as far as anything with their equipment or our
21 installation.

22 Q. And do you know typically how long after
23 the authorization form was faxed to Healthy Advice
24 it would take for the Healthy Advice equipment to be

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 removed?

2 A. No, I don't know.

3 Q. Was it hours? Was it days? Do you have
4 any idea?

5 A. I don't have any specific information that
6 I could make a guess on, no.

7 Q. I'll hand you what's been marked as
8 Plaintiff's Exhibit 29. My first question is going
9 to be -- take a minute and look at it, but is this a
10 document you're familiar with?

11 (Witness viewing document.)

12 BY THE WITNESS:

13 A. Yeah, I've reviewed it.

14 Q. Have you seen that one before?

15 A. No.

16 Q. You'll see there Mr. Cavanna is talking
17 with what appears to be a Healthy Advice practice;
18 is that right?

19 A. It's my understanding, based on this
20 communication, this practice does have Healthy
21 Advice, yes.

22 Q. Does the company know how often any of its
23 MOEs advised Healthy Advice practices that the
24 practice did not need to give notification or a

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 specific period of notification to Healthy Advice?

2 A. I don't believe Contextmedia has a count or
3 a confirmation as far as the number of times a
4 statement such as you just described has been made?

5 MR. COWAN: Let's go off the record.

6 (A short break was had.)

7 BY MR. COWAN:

8 Q. Mr. Purdy, we talked a little bit earlier
9 about Mr. Garms and when he went from a contract
10 employee to a full-time employee of Context. Do you
11 recall that?

12 A. I do recall our conversation.

13 Q. Do you believe that by December 20th of
14 2010 he, Mr. Garms, was a full-time employee?

15 A. I don't have any way to affirm that.

16 Q. Do you believe that by December 20th of
17 2010 he had been trained by Mr. Shah with respect to
18 how to make calls to recruit practices?

19 A. I believe he was trained at the initiation
20 of his overall work with Contextmedia as a contract
21 employee. So I believe so if he was at the
22 organization, which I do believe he was at
23 December 20th.

24 Q. Let me hand you what we've marked

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 previously as Plaintiff's Exhibit 84. Take a minute
2 and look at this, if you would.

3 (Witness viewing document.)

4 BY MR. COWAN:

5 Q. Have you seen this one before?

6 A. No.

7 Q. This is an e-mail from Mr. Demas to
8 Mr. Shah and Ms. Agarwal dated December 20, 2010.
9 The subject is "Sales claims," and Mr. Demas reports
10 to them "I heard Matt Garms on the phone telling an
11 office we have an agreement with Healthy Advice
12 whereby we remove their screens and ship them back
13 to Healthy Advice"; do you see that?

14 A. I do see that.

15 Q. And Mr. Demas goes on to say "The messaging
16 is false and misleading." Do you agree with that?

17 A. If Matt is saying that we have an agreement
18 with Healthy Advice to remove their screens and ship
19 them back, I believe that is false and misleading
20 because, to my understanding, there was no such
21 agreement.

22 Q. Does the company know how Mr. Garms, who
23 had been trained by Mr. Shah to make calls, came up
24 with the idea of telling offices what's reflected in

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 this e-mail?

2 A. I believe there was some degree of
3 hyperbole used in the sales process, and I believe
4 Matt during his early period of time with the
5 organization said some things that were inconsistent
6 with the training and messaging that were delivered
7 by Rishi. I think after it was directly confronted,
8 there was a conversation on this topic, his policies
9 and his own behavior changed, and I believe that
10 there's been very little problems after those
11 conversations took place.

12 Q. And then I think you said earlier that
13 Mr. Zmick would have been somebody that Mr. Garms
14 would have trained when Mr. Zmick joined the
15 company?

16 A. Yes. There would have been a degree of
17 certainly at least informal training between Garms
18 and Mr. Zmick.

19 Q. Let me hand you what we've marked as
20 Plaintiff's Exhibit 86. Take a minute and review
21 that, if you would. Just the first page.

22 MR. O'BRIEN: Well, you can review whatever you
23 want.

24 BY MR. COWAN:

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. You can review whatever you want. I'm only
2 going to ask you about the first page.

3 (Witness viewing document.)

4 BY THE WITNESS:

5 A. Yes. This appears to be an e-mail between
6 Jordan and an office where he's discussing a
7 potential switch-out between their service and ours,
8 and he has attached to the documents that during
9 that time that are part of the operative switch-out
10 process.

11 Q. This is dated July 19th of 2011, is it not?

12 A. Yes.

13 Q. It appears to involve a Healthy Advice
14 practice?

15 A. Yes.

16 Q. And the last sentence of the first full
17 paragraph says "You do not need to contact them" --
18 referring to Healthy Advice -- "as we have a
19 relationship with them which allows us to ship their
20 product back to them"; do you see that?

21 A. I do see that.

22 Q. That statement is not true, correct?

23 A. This certainly seems to be an embellishment
24 and a poor personal statement by Jordan with respect

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 to our own policies and procedures, yes.

2 Q. And do you know how it is that Mr. Zmick
3 would have come up with the idea to tell a HAN
4 practice that they do not need to contact HAN as
5 Context has a relationship with HAN which allows
6 Context to ship HAN's product back to them? Do you
7 know where he would have come up with that?

8 A. As I just mentioned, there's thousands of
9 these, you know, communications, and in a couple
10 isolated incidents we've certainly seen, you know,
11 examples of very poor communication and personal
12 decisions being made, this being one of those
13 statements.

14 Q. Well, the company has no idea of knowing
15 whether or not this statement by Mr. Zmick was an
16 isolated statement, does it?

17 A. In the course of, you know, our operating
18 we've done a lot of different communication with
19 practices, the vast majority of which has been
20 truthful and accurate. To the degree that there has
21 been something inaccurate, it is the vast minority
22 and what I would consider an isolated incident.

23 Q. But my question is how do you know that?
24 There are thousands of calls made during any given

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 week by MOEs for Contextmedia, none of which, as I
2 understand, we have recordings of. Is that
3 consistent with your knowledge? Let me strike that.

4 My understanding is that there are no
5 recorded calls where we have the actual recording of
6 calls between Context MOEs and a Healthy Advice
7 practice?

8 A. I don't have an ability to confirm that
9 right now. I'm not sure.

10 Q. I don't know that you were noticed up on
11 that.

12 A. I certainly know that there are calls
13 between Healthy Advice practices and our member
14 outreach team that certainly have been listened to
15 by Matt Garms and are certainly of the vast majority
16 of all of our communication with them accurate and
17 don't contain things like this which are obviously
18 inaccurate and misleading.

19 Q. So is it the company's testimony that
20 Mr. Garms listens to the vast majority of calls that
21 are made by members of his sales team to prospective
22 practices?

23 A. It's not the company's testimony that we
24 listen to the vast majority of calls. They do sit

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 in a very close area, the farthest are about 25 feet
2 away from Mr. Garms, and most of the communication
3 can be overheard. In any case, I would say a lot of
4 the communication can be heard, and if there's ever
5 an inaccurate statement, that is I think immediately
6 resolved. I do believe that if you listen to that
7 communication, anything inaccurate over the course
8 of several years and the relevant time period is the
9 vast minority and certainly isolated relative to the
10 rest of the communications.

11 Q. So did you specifically talk with Mr. Garms
12 about what percentage of calls placed by members of
13 his team to HAN practices he heard or overheard?

14 A. We did not discuss conversations with
15 regards to percentages. We did talk about the
16 communication with our member outreach team and HAN
17 practices. The way that it was described was that
18 in any case where there is inaccurate information
19 either overheard or seen, it's immediately
20 corrected. And he obviously works very, very
21 closely with these people, a matter of feet, and the
22 vast majority of what he interacts with is anything
23 similar to this that is inaccurate, and obviously
24 he's worked over a number of different years to have

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 very, very high quality and consistently honest and
2 truthful communication with practices.

3 Q. This has been marked as Plaintiff's
4 Exhibit 113. This is an e-mail from Mr. Stoll dated
5 June 8, 2012. Take a minute and review that to
6 yourself.

7 (Witness viewing document.)

8 BY THE WITNESS:

9 A. I've reviewed it.

10 Q. Do you understand this appears to be a
11 communication between Mr. Stoll and a Healthy Advice
12 practice?

13 A. That is the way I read it.

14 Q. And in his e-mail he says "I will call
15 Healthy Advice for you, so don't worry about that.
16 We have an agreement with them that we are much more
17 suited for rheumatoid clinics." Do you see that?

18 A. I do see that statement, yes.

19 Q. That clearly is an inaccurate statement,
20 that is not a truthful statement, correct?

21 A. We certainly don't have an agreement with
22 them that we are much more suited for rheumatoid
23 clinics, yes.

24 Q. And do you know how it is that Mr. Stoll

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 came up with the idea to advise potential practices,
2 HAN practices of that?

3 A. I don't have any idea how he came up with
4 that. I do believe this was one of the worst forms
5 of hyperbole and embellishment that he's gotten to
6 and a point where he's obviously making very
7 inaccurate statements to a clinic in the
8 marketplace. It's very inconsistent with the way
9 that he's been trained, and certainly if anyone saw
10 this it would be immediately corrected.

11 Q. Let's cover topic 3. I think some of these
12 I'm going to kind of cover with you based on
13 Exhibit 206. So pull that out.

14 So topic 3, who did you talk with relative
15 to topic 3?

16 A. So I spoke with Matt Garms, I reviewed the
17 marketing materials, I reviewed Jeana's transcript
18 with regards to the marketing materials, and that's
19 what I did to prepare for this. Oh, and I spoke to
20 Shradha.

21 Q. What did Ms. Agarwal tell you relative to
22 topic 3? What information did you obtain from her
23 relative to topic 3?

24 A. So Shradha managed Jeana Loewe, who is

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 responsible for the development of any materials and
2 marketing collateral. I spoke with her as far as
3 how that came to be developed as well as how we
4 actually look for information to develop our
5 comparison sheets. To do that we went to public web
6 sites, press releases, and general availability of
7 information in the public domain and then created
8 comparison sheets between our service and other
9 people who had a similar product.

10 Q. And then was it your understanding -- is it
11 your understanding that those marketing materials,
12 particularly the comparison pieces, were provided to
13 MOEs for them to utilize either in their pitch or
14 actual written material submitted to HAN practices?

15 A. I certainly believe that was supposed to be
16 a guiding format for their communication, whether it
17 be their verbal pitches or anything they put in
18 writing to practices.

19 Q. The last kind of bullet on the first page
20 of 206 says "Targeting universe of offices and does
21 not look for competitors." What does that mean?

22 A. So when we actually developed the offices
23 that we believe are a good fit for our service we
24 look at a number of different things, whether

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 someone is a practicing physician within the
2 specialty, sometimes prescription volume data,
3 sometimes information provided by a sponsor,
4 sometimes it's our own data that we've collected
5 through market research, and that's how we look at
6 the target universe and create our own essentially
7 prequalification list for how we actually go and
8 look for practices in the market that would be a
9 good fit for our service.

10 Q. Then the next page, page 2, that carries
11 over on topic 3 says "There are processes of sales
12 initiatives used to focus on a subset of offices
13 within the sales universe." What's that mean?

14 A. So the comparison sheet would be a great
15 example where if they run into an office that has
16 competitor equipment, there are a number of
17 different points by which you can compare our
18 service to theirs so that an office may make a
19 relative comparison on the merits of the offering.

20 Q. To your knowledge, did marketing ever
21 provide information to MOEs about the number of
22 competitor practices switched during a given period
23 of time by Context?

24 A. Do you mean by "provide" as an example

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 would be at any point in the relevant time period
2 did Jeana Loewe send any information to anyone on
3 the team that said this is the number of practices
4 that we've switched from one to another?

5 Q. Right.

6 A. I believe at some period of time that would
7 have probably been the case.

8 Q. And do you know why that was done?

9 A. I have seen an example of some inaccurate
10 information. I'm sure that at some point and I have
11 certainly heard examples of when something was
12 inaccurate, obviously them leading with information
13 that was accurate. And by "them" I mean the
14 marketing team. So Jeana, for example, would follow
15 up with information that was accurate and try to
16 correct any misstatements.

17 Q. Did you, either in the course of your
18 duties for the company or in preparation for today's
19 deposition, come to learn that some MOEs told
20 practices that certain numbers of Healthy Advice
21 practices had switched during a given period of
22 time?

23 A. I don't recall specific documents. I
24 certainly in my conversations with Brok, for

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 example, and Pat heard statements that they said
2 into the marketplace which they in their own
3 perception believed to be close to the truth but
4 were certainly not truthful when compared with
5 factual evidence.

6 Q. That's what Mr. Vandersteen and Mr. Cavanna
7 told you recently?

8 A. Yes.

9 Q. As recently as yesterday?

10 A. I spoke with Brok on a number of topics
11 yesterday. I don't know if this is the exact one
12 that we spoke about.

13 Q. Let me show you what's been previously
14 marked as Exhibit 52. Take a minute and look at
15 that, if you would. It's a compendium exhibit that
16 has some e-mails from Mr. Vandersteen to practices
17 between December 1 and December 7 of 2011.

18 (Witness viewing document.)

19 BY THE WITNESS:

20 A. Okay.

21 Q. Have you seen those?

22 A. Yes. Or I've seen an example of this. I
23 don't know if I've seen all of these documents.

24 Q. Fair enough.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 So on December 1, 2011 Mr. Vandersteen
2 writes to a woman by the name of Violetta or
3 Violetta, and he says "I'd like to talk to you
4 briefly about why 350 healthcare facilities have
5 switched from Healthy Advice to our Rheumatoid
6 Health Network in the last 12 months." Do you see
7 that?

8 A. Yes.

9 Q. The 350 figure there that's used by him,
10 would it be fair to say that that is not remotely
11 close to the truth as of this time?

12 A. I don't have the trailing 12-month
13 switch-out data, but if I were to make a guess based
14 on my understanding of the number of practices that
15 we've switched and what the annual run rate would
16 look like, I don't believe 350 switch-outs in the 12
17 months preceding December 1, 2011 would be 350
18 facilities. That would then subsequently make this
19 an inaccurate statement.

20 Q. Do you believe that it is possible that a
21 HAN practice would find it concerning to learn that
22 350 Healthy Advice practices had switched to Context
23 in the prior 12-month period?

24 A. I don't have any ability to speculate on

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 that perception.

2 Q. Do you know -- does the company know why
3 Mr. Vandersteen believed from a sales perspective
4 providing that type of information, meaning the
5 number of Healthy Advice practices that it switched
6 to Contextmedia, was something worth sharing or
7 providing to a practice?

8 A. I believe this is sales hyperbole and
9 certainly an exaggeration. I believe that the point
10 he may be trying to make is that we have a
11 competitive product, but I can't in any way
12 speculate as to why he was doing this at this time
13 as I don't have an understanding of the full
14 circumstances.

15 Q. The next one is Plaintiff's Exhibit 53.
16 You'll see this is an e-mail from Mr. Garms to what
17 appear to be the MOE team, is that right, as of
18 January 12, 2012?

19 A. The people on this e-mail are on the member
20 outreach team. I'm not sure as of this time if
21 there were other members there.

22 Q. And have you seen this before?

23 A. No.

24 Q. He's reporting that in 2011 Context had 109

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 switch-outs; do you see that?

2 A. I do see that.

3 Q. And of those 64 were Healthy Advice?

4 A. I do see that.

5 Q. Do you have any reason to doubt the
6 accuracy of this information at this time?

7 A. I don't have any reason to doubt the
8 accuracy, no.

9 Q. If, in fact, in 2011 Context had switched
10 out 64 Healthy Advice practices, you would agree
11 with me that Mr. Vandersteen referencing 350
12 healthcare facilities having switched is nowhere
13 close to the truth?

14 A. I wouldn't be able to speculate as far as
15 the numbers between December 1 and December 31st in
16 2010, but based on what I would make from an
17 educated guess, I don't think that's accurate, no.

18 Q. But in any event, Mr. Garms was able to by
19 January 12 of 2012 share with the MOE team what
20 Context believed to be accurate data?

21 A. Right. This is documented in 2011, but if
22 you look at his statement, on December 1st he's
23 talking about the previous 12 months. So the
24 previous 12 months would include some date within

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 2010.

2 Q. I understand. I got that answer. I
3 appreciate your answer. I'm saying that at least by
4 January 12th of 2012 Mr. Garms had provided the MOEs
5 with data believed to be accurate with respect to
6 the total number of switches in 2011 and
7 specifically with respect to Healthy Advice?

8 A. Right. I see that here.

9 Q. And then I'll hand you what's been
10 previously marked as Plaintiff's Exhibit 54. So
11 this is an e-mail from Mr. Vandersteen about five
12 days after he got the e-mail from Mr. Garms with the
13 accurate data regarding switches. This is a
14 compendium exhibit, but you'll see that within a
15 period of a couple weeks Mr. Vandersteen is telling
16 practices that last year Context switched anywhere
17 from 200 -- excuse me -- anywhere from 150 to 350
18 practices; do you see that?

19 A. I do see that.

20 Q. From Healthy Advice?

21 A. Well, not related to Healthy Advice.

22 Q. Fair enough. So the first e-mail says
23 "Last year over 200 healthcare facilities switched
24 from Healthy Advice to our network for many

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 reasons"; do you see that?

2 A. Yes.

3 Q. And then the next page says "Last year over
4 350 clinics upgraded from Healthy Advice to the
5 Diabetes Health Network"; do you see that?

6 A. Yes.

7 Q. And then the final one says "Last year over
8 150 rheumatologists switched from Healthy Advice to
9 the Rheumatoid Health Network"; do you see that?

10 A. Yeah. I'd like to make note of the fact
11 that that says rheumatologists, which obviously
12 there's a difference between practices and
13 rheumatologists. So it's very indeterminate and
14 sort of impossible to know the difference because in
15 a single clinic you can have a varying number of
16 rheumatologists.

17 Q. Mr. Purdy, let me just ask you this. On
18 behalf of the company, how does the company explain
19 that one of its salespeople is provided specific
20 information by Mr. Garms about the number of
21 switches and continues to provide Healthy Advice
22 practices false information?

23 A. I think it's very clear that Brok is not
24 using any specific information or anything he's

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 really been told by a third party to actually come
2 up with these statements. Notice he's going from
3 200 healthcare facilities to 350 healthcare
4 facilities within a matter of, you know, 28 hours.
5 I don't believe there's any firm base in fact and
6 he's using quite a bit of embellishment and a poor
7 personal decision in constructing these statements,
8 and I don't believe there's any way that you could,
9 you know, obviously connect this to what's actually
10 been told by him via the company or his training as
11 far as why he's doing this.

12 I do believe that as soon as something like
13 this was discovered by the organization it was
14 immediately corrected and it was something that was
15 stopped because it was inconsistent with our
16 policies and the way that we sell our service, which
17 is to focus on the merits of the product that we do
18 offer.

19 Q. When did that happen? When did the company
20 discover what Mr. Vandersteen was saying and put a
21 stop to it?

22 A. I'm not sure it's possible to know that.

23 Q. Let me hand you what's been previously
24 marked as Plaintiff's Exhibit 58. Take a minute and

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 review that to yourself, if you would. I know your
2 counsel -- and he's exactly right -- will want you
3 to review as much as you feel is necessary. I was
4 just going to focus you on the last two pages and
5 ask does it appear, at least as of June 13, 2012,
6 the company had not discovered that Mr. Vandersteen
7 was providing HAN practices with false information
8 regarding the number of Healthy Advice practices
9 that had been switched?

10 A. I don't believe I could characterize that
11 as accurate because in previous examples there is a
12 situation that has arisen that is inaccurate and
13 there's a direct confrontation between the
14 organization and sales individuals as far as
15 correcting the information and there's a subsequent
16 activity which is also inaccurate. So it certainly
17 could have been addressed prior to this.

18 Q. Well then, what would be the company's
19 explanation for why the practice would continue?

20 A. As I've previously noted, I believe there
21 are times in which there were isolated incidents of
22 poor personal communication that is inconsistent
23 with the company's policies, and I believe this is
24 an example of that.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. All right. So let's move on, if you don't
2 mind. You can hand those back over to Mr. O'Brien
3 if you want. Just keep out Exhibit 206.

4 Topic 4, Contextmedia's business plan
5 during the relevant time period to the extent such
6 business plans involve switching out practices
7 and/or targeting HAN practices, and your notes say
8 there's no such business plan?

9 A. There is no business plan during that time
10 period.

11 Q. Topic 6 is Contextmedia's practice and
12 procedure for compensating, whether through salary
13 or bonus or other benefit or reward, any
14 Contextmedia employee or independent contractor for
15 switching any PP practice; do you see that?

16 A. I do.

17 Q. And your notes say "Commission schedule and
18 offer letters"; do you see that?

19 A. Yes.

20 Q. And Context has produced samples or copies
21 of commission letters; you're aware of that?

22 A. Yes.

23 Q. I covered those with Mr. Demas. Is that
24 what you're referring to when you're talking about

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 the offer letters?

2 A. Correct. The member outreach executive --
3 I can't speak to Acquirent -- for example, has a
4 base salary and a commission schedule based on their
5 sales activity.

6 Q. Do you know if at any time any Context
7 employees received a bonus or commission or any type
8 of remuneration specifically for switching out a HAN
9 practice as opposed to any other practice?

10 A. To the best of my and the company's
11 knowledge, it never happened during the relevant
12 time period. I have heard statements referencing
13 that, but the only thing I've seen documented and
14 that I'm aware of happened in the fourth quarter of
15 2013. What I'm specifically referring to is there
16 seems to be some ambiguous language in some of the
17 depositions I've seen, particularly from Patrick
18 Cavanna and Brok, about specific incentives with
19 regards to PatientPoint. I don't believe anything
20 specific to PatientPoint has ever existed outside of
21 Q4 of 2013 or was never initiated before Q4 of 2013.

22 Q. And what was initiated for Q4 of 2013
23 relative to PatientPoint?

24 THE WITNESS: Do I have to answer that?

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 MR. O'BRIEN: It's outside the relevant time
2 period. What's the relevance? If we're going to
3 take discovery beyond that time period, it's going
4 to be a two-way street.

5 MR. COWAN: Yeah.

6 MR. O'BRIEN: I know you're curious, but...

7 MR. COWAN: I'm not so much worried about the
8 sort of tit for tat, but I want to be respectful of
9 the fact that we've sort of benchmarked a position
10 there.

11 MR. O'BRIEN: It applies to a lot of stuff. I
12 think we ought to stick with it unless we're just
13 going to abandon it.

14 MR. COWAN: Let's go off the record.

15 (Whereupon a discussion was had
16 off the record.)

17 BY MR. COWAN:

18 Q. We just had a discussion off the record
19 where your -- well, I'm not going to speak for
20 Mr. O'Brien. There was a discussion about the
21 relevance of topics beyond March of 2013. So I'm
22 going to move on.

23 Topic No. 8, who did you speak to regarding
24 topic No. 8?

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 A. So I spoke to Shradha, Ryan Postel, who was
2 our media manager, and I read components of Mike
3 Berning's deposition.

4 Q. When did Mr. Postel start with the company?

5 A. It would have been sometime in the fall of
6 2012. I can't say with a hundred percent certainty,
7 but that's my best guess.

8 Q. And what did Mr. Postel tell you on this
9 topic?

10 A. That we've never used any HAN content to
11 influence or create any of our own content, which is
12 a very, very small piece of our media library. The
13 vast majority of our media comes from third parties.

14 Q. And what did Ms. Agarwal tell you?

15 A. She told me the same thing, that no HAN
16 content was ever used in building or making content
17 decisions in any way to influence or content.

18 Q. Did Mr. Postel replace Mr. Berning? Did he
19 essentially take over the duties and
20 responsibilities that Mr. Berning had, or did they
21 work together for a period of time?

22 A. They never worked together. Their roles,
23 in my own opinion, are different. There were a
24 number of changes made to media and the processing

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 when Mike Berning left the organization.

2 Q. And forgive me because this is not
3 something I necessarily expect you to know. You
4 just may know it. Do you know when Mr. Berning
5 left?

6 A. I believe it was September of 2012.

7 Q. Prior to the time that -- for that portion
8 of the relevant time period when Mr. Berning was
9 with the company, was he the person primarily
10 responsible for developing the content for Context
11 waiting room and/or exam room programs?

12 A. I suppose it depends on how you would
13 define primarily. I believe he did that alongside
14 Shradha.

15 Q. And then after Mr. Berning left, sort of
16 the same question, would it be Mr. Postel and
17 Ms. Agarwal that were primarily involved in the
18 development of the content for the waiting room
19 and/or exam room programs through the end of the
20 relevant time period?

21 A. There's no exam room media during the
22 relevant time period.

23 Q. Okay.

24 were there efforts undertaken during the

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 relevant time period to develop an exam room
2 program?

3 A. It's a bit of an indeterminate question.
4 The beginning of 2013 obviously Chirag Patel was
5 hired in January of 2013. I can't say with any
6 certainty whether or not the exam room product was
7 under any sort of development. I know there wasn't
8 a single line of code written until at least July of
9 2013.

10 Q. For the exam room product?

11 A. Exactly.

12 Q. Let me try to finish out topic 9 and 10 and
13 then we'll break. I think these will be pretty
14 quick.

15 Topic 9, who did you speak with regarding
16 topic 9?

17 A. I spoke with Mike Williams and Travis, and
18 then I spoke with Jim with regards to the actual
19 dates as far as our contract agreements there.

20 Q. So I've heard BroadSign's name several
21 times throughout the course of depositions I've been
22 involved in. What is BroadSign and how does Context
23 use it? I have almost no understanding. So just
24 the basics.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 A. BroadSign is a content management platform.
2 It's in the most general sense a technology license
3 by which you can run a digital signage or media
4 network using it. The way that we utilize it is
5 most consistent with how SAS software as service
6 technology is done where you pay someone a monthly
7 fee. In our case it's on a per-player per-month
8 basis, and we utilize that software to run our media
9 network.

10 Q. It's BroadSign's software that's utilized?

11 A. Yes.

12 Q. So --

13 A. Well BroadSign in conjunction with
14 Landscape. So they're two sort of complimentary
15 systems. Landscape is a Linux-based device
16 management system that in concert with BroadSign
17 allows us to run our media network the way that we
18 do. These are both third-party technologies that we
19 pay for. BroadSign we've been using since at least
20 January 21st of 2008 when we initiated our contract.
21 Landscape, if I were to guess, was initiated around
22 the same time, but Jim knows that it was at least
23 being used starting in the beginning of 2009. And
24 those are the technologies we continue to use today.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. And at least during the relevant time
2 period, if you know, how is the content loaded onto
3 the player? Is it done through the cloud or some
4 web-based system?

5 A. So there's an initial loop of content.
6 Albeit now we don't use a loop concept, we use a
7 play list. I suppose it's not relevant because it's
8 not during the relevant time period. It may be in a
9 short period of that. But there's an initial piece
10 of content that's loaded onto the software alongside
11 BroadSign/Landscape at our offices so that when the
12 player is initially hooked up it has content and can
13 play.

14 On generally a monthly basis we update what
15 is in BroadSign. BroadSign is then hosted on a
16 Linode server, L-I-N-O-D-E, and then that content is
17 pushed to all the devices we have in the field
18 through our network connectivity and updates the
19 content.

20 Q. And the Linode, do I read into that name
21 that it has some connection to Linux?

22 A. Are you familiar with Amazon web services?

23 Q. You'll probably get beyond me pretty
24 quickly. The short answer is probably not really.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 I mean, is it like a Netflix type thing?

2 A. No. It's a server that is owned and
3 operated by a third party that, as you say, is a
4 cloud piece of software infrastructure. That's what
5 Linode is. It allows us to use our BroadSign
6 instance.

7 COURT REPORTER: Our BroadSign instance?

8 THE WITNESS: I'm saying instance as in our
9 company version of BroadSign.

10 MR. COWAN: We're at 12:30. Why don't we
11 break. Tell me how long you guys want.

12 MR. O'BRIEN: 40 minutes.

13 MR. COWAN: Let's do 45.

14 MR. O'BRIEN: Let's resume at 1:15.

15 MR. COWAN: I'm thinking that -- you know, the
16 bulk of what I wanted to do is done. So I suspect,
17 without holding me to it, this will go quicker in
18 the afternoon.

19 (Whereupon, at 12:33 p.m., the
20 deposition was recessed, to
21 reconvene at 1:15 p.m., this
22 same day.)
23
24

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

AFTERNOON SESSION

(1:15 p.m.)

BRADFORD PURDY,

the witness at the time of recess, having been
previously duly sworn, was further examined and
testified as follows:

EXAMINATION

(Resumed)

BY MR. COWAN:

Q. Topic No. 10, who did you talk with about
topic No. 10?

MR. O'BRIEN: Actually, he wants to modify an
answer based upon a phone call he had.

BY MR. COWAN:

Q. Based upon what?

A. A phone call.

Q. First tell me about the phone call.

A. So about 15 minutes ago I spoke with Jim
Demas with regards to the switch-out procedures.
One of the things I may have made an incomplete --
what I now want to modify is the statement with
regards to authorization forms and the exact
operating procedure with regards to notifying, you
know, Healthy Advice.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 I think before I had seen a document that
2 was a letter or kind of a template letter that I
3 think an office could use to notify Healthy Advice
4 which I believe to be part of the operating
5 procedure. I believe that was in certain cases
6 used, but I don't think it was part of the standard
7 operative switch-out process. It mainly was the
8 authorization form that we received and then
9 obviously the sign-up agreement. I don't believe
10 that in the vast majority of cases there was a
11 template or notification where the authorization
12 form was sent directly to Healthy Advice.

13 Q. Okay. I'm actually glad you clarified
14 that. That was inconsistent with what I had
15 understood. So I think you had said earlier
16 something about the authorization form being faxed
17 to Healthy Advice?

18 A. Yes.

19 Q. What you confirmed with Mr. Demas is that
20 was --

21 A. Was faxed to our office.

22 Q. Right, but the authorization form was not
23 faxed to Healthy Advice?

24 A. I misconstrued a conversation I had about

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 authorization forms being faxed to our office and
2 having seen a letter with regards to notification
3 that could be sent to Healthy Advice, which I know
4 in at least some cases it was, that that was part of
5 standard operating procedure in it being faxed to
6 Healthy Advice.

7 Q. That's good. Just so the record is clear,
8 the document we've been referring to is the
9 authorization form?

10 A. Yes.

11 Q. Which I think we understand what that is.
12 That document was provided in the first instance by
13 Contextmedia to the practice?

14 A. Yes.

15 Q. It was essentially completed except for the
16 signature line for the practice to sign?

17 A. I can't comment on exactly when and when it
18 wasn't completed, but it was provided to the office
19 and the office did at some point sign it and return
20 it to us.

21 Q. Returned it to Context, but then Context
22 didn't send the authorization form to Healthy
23 Advice?

24 A. No, that authorization form wasn't sent to

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Healthy Advice. There has been, you know, certainly
2 processes by which we notify competitors of
3 switch-outs, but in the standard operating procedure
4 that authorization form and I believe notification
5 was not sent as part of the operative switch-out
6 process.

7 Q. Let me just make sure. The authorization
8 form was not sent to --

9 A. To Healthy Advice.

10 Q. -- to Healthy Advice, but there may have
11 been some other written document that communicated
12 to Healthy Advice that their equipment had been
13 removed that was provided to them?

14 A. No, that's not what I said. I said in some
15 competitor switch-outs, for example, if we were
16 working with AccentHealth, there is definitely
17 communication sometimes sent to them as
18 notification.

19 Q. Okay.

20 A. I'm not referring to notification sent to
21 Healthy Advice specifically when I'm talking about
22 that.

23 Q. As part of the operative switch-out -- as
24 part of the operative HAN switch-out practice, did

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Context provide notice to HAN that a practice was
2 switching or had switched?

3 A. As part of the operative procedure I don't
4 think it was required. I think there are certainly
5 cases where it happens.

6 Q. Okay. And when that happened, was the
7 communication to HAN done after the HAN equipment
8 was removed?

9 A. I've seen examples where that clearly isn't
10 the case.

11 Q. Is or is not?

12 A. Is not the case. I've seen an example
13 where there's obviously communication between the
14 practice and Healthy Advice regarding the desire to
15 remove equipment and the equipment is still there.
16 We've certainly discussed some of those today.

17 Q. Right. Did you just say there was
18 communication between Healthy Advice and the
19 practice?

20 A. The practice and Healthy Advice.

21 Q. But when --

22 A. Or at least that's what I understand. I've
23 seen e-mails today where there is -- certainly
24 communication where there is description of an

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 office manager speaking with Healthy Advice about
2 the desire to switch and the equipment is obviously
3 still there based on what I understand through the
4 communication.

5 Q. okay.

6 We had looked at Plaintiff's Exhibit 5,
7 which is the MOE training manual, and if you would
8 look at page 28 of that -- I think I've put it in
9 front of you -- that describes the process for
10 non-AccentHealth switch-outs; do you see that?

11 A. Yes.

12 Q. And if I look at No. 2 and No. 3, it looks
13 like under -- do you understand these steps to be
14 essentially --

15 A. Sequential.

16 Q. -- sequential?

17 A. Yes.

18 Q. So No. 2 says "The following business day
19 the member service representative schedules a pickup
20 of the competitor's via" -- presumably a pickup of
21 the competitor's equipment?

22 A. Yeah, I understand that to mean the pickup
23 of the competitor's equipment.

24 Q. (continuing) -- "via FedEx and the

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 equipment is sent back to the competitor"; do you
2 see that?

3 A. Yes.

4 Q. And after that member services contacts the
5 competitor and provides them with a tracking number;
6 do you see that?

7 A. Uh-huh.

8 Q. Yes?

9 A. Yes.

10 Q. Is that typically how you understood the
11 practice -- strike that.

12 Is it your understanding that Context
13 generally or typically followed the practice that is
14 set forth in this document?

15 (Witness viewing document.)

16 BY THE WITNESS:

17 A. That seems to be generally accurate with
18 regards to our operative procedure during this
19 period of time.

20 Q. All right, then. Thank you for the
21 clarification on the authorization form.

22 So on topic 10 who did you speak to?

23 A. I spoke to Jim Demas and Rishi Shah.

24 Q. And the topic there is "Context revenues

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 and profits to date associated with or in any way
2 attributable to the PP practices," and your note
3 says "Only case was done through the exercise Jim
4 did for the March 2003 settlement conference"; do
5 you see that?

6 A. Yes.

7 Q. What was the exercise Jim did, to your
8 knowledge? Let me strike that.

9 MR. COWAN: Let's go off the record for a
10 second.

11 (Whereupon a discussion was had
12 off the record.)

13 BY MR. COWAN:

14 Q. What do you understand to have been the
15 exercise that Mr. Demas went through for the
16 settlement conference?

17 A. So I believe he tried to make a general
18 approximation of the revenues associated with the
19 offices which had been switched from Healthy Advice
20 to Contextmedia service. I believe that was -- to
21 my knowledge, that is the most that was done, and I
22 would characterize it as a rather loose
23 interpretation or even revenue and certainly not a
24 way of discerning revenues and profits in any way

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 attributable to the PatientPoint practices in a
2 fully defined or complete manner.

3 Q. Do you understand the methodology that he
4 utilized?

5 A. We had a general discussion around it. I
6 wouldn't understand -- I wouldn't say I understand
7 the full methodology.

8 Q. To the extent that you understand the
9 methodology, can you at least tell me what you
10 understand it to be?

11 A. So I think he took a general approximation
12 of revenue that would have been associated with the
13 clinics that were switched and then averaged it and
14 divided that revenue generally equally across all of
15 the offices, and that was about it.

16 Q. Did it come up with a value on a per-
17 practice basis?

18 A. No. I think it was a loose approximation
19 of revenue on a per-practice basis.

20 Q. And what was that?

21 A. I don't know.

22 Q. To your knowledge, does Context --

23 A. It wasn't revenue on a per-practice basis.
24 It was revenue that on an average had been

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 attributable to programs run in these offices.

2 Q. But what the actual amount was right now
3 you don't recall?

4 A. No.

5 Q. Or don't know?

6 A. I don't know.

7 Q. I interpreted something that you said, and
8 I may be making assumptions that I should not. My
9 interpretation is that you thought his methodology
10 was flawed?

11 A. I think it's incomplete.

12 Q. What do you believe would be necessary to
13 complete it?

14 A. I think I would have to spend a little
15 while actually digging into this, but I believe
16 there's a pretty large number of variables that
17 could be -- that go into what are revenues and
18 profits associated with it. The question you had
19 raised is around value, and I think that that's an
20 even more difficult and has a broader number of
21 variables associated with actually discerning that
22 value.

23 Q. Does Context track at all what it believes
24 to be the revenue associated with a particular

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 practice?

2 A. During the relevant time period there's
3 never been any document other than the one made for
4 the settlement conference to our knowledge.

5 Q. Does Context today -- or has Context
6 sometime outside the relevant time period tracked
7 revenues associated with a practice?

8 A. Contextmedia has not done so during this
9 period. I don't --

10 THE WITNESS: Do I have to answer that?

11 MR. O'BRIEN: You can answer.

12 BY THE WITNESS:

13 A. I think the most close approximation is,
14 you know, being done on a similar, you know, manner
15 associated with some of the damages claims. I think
16 there are other approximations that have been made,
17 but I don't think --

18 MR. O'BRIEN: These are all litigation driven.
19 Some of this -- not some of it -- is work product
20 material.

21 MR. COWAN: Okay.

22 MR. O'BRIEN: I know what he's referring to
23 now. It's not being done in the ordinary course of
24 the business.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 MR. COWAN: But just so I understand before I
2 move off of it, there's some work being done
3 relative to this litigation that you would consider
4 to be work product to try to come up with sort of
5 damages?

6 MR. O'BRIEN: People are looking at whether or
7 not this is doable.

8 THE WITNESS: Associating revenue to a
9 practice.

10 MR. O'BRIEN: He said it's incomplete. People
11 are trying to see if it can be more complete. The
12 jury's out.

13 MR. COWAN: You're trying to help us out? What
14 are you doing? I mean, I'm trying to understand why
15 it's being done.

16 MR. O'BRIEN: To perhaps address what we're
17 going to see on April 15th.

18 MR. COWAN: Off the record.

19 (whereupon a discussion was had
20 off the record.)

21 BY MR. COWAN:

22 Q. Okay. So just to kind of close the loop at
23 least on the subject matter we're specifically
24 talking about right now, to the best of your

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 knowledge, Context did not create during the
2 relevant time period any documentation by which they
3 attempted to associate revenue with a practice?

4 A. During the relevant time period there was
5 no documents, to my knowledge, created to try to
6 associate revenue to individual practices.

7 Q. Let me stray away a bit from sort of the
8 focus on documents. Do you know if during the
9 relevant time period Context -- if there were any
10 internal discussions about what Context believed
11 were the revenues associated with a practice?

12 A. Not to my knowledge.

13 Q. I don't know if in the course of your
14 preparation for this you reviewed any e-mails that
15 have been marked as exhibits where Mr. Shah made
16 reference to each de-install cost is a loss of
17 20,000. Is that familiar to you?

18 A. I've seen some documents where those --
19 where there are numbers referenced in e-mails. I
20 understand them I think quite differently than
21 they've been portrayed and our organization
22 understands them quite differently than they can
23 sometimes be viewed by a third party.

24 Q. And how is it that the company understands

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 them?

2 A. I think Rishi in our organization sometimes
3 tries to really focus people around, you know,
4 providing an extraordinary level of diligence, you
5 know, effort, concentration around given topics and
6 an amount of hyperbole and exaggeration is used to
7 do that, and I think Rishi in particular finds it
8 quite effective and our organization finds it
9 effective to really push people to provide a sort of
10 unreasonably high level of service and action
11 corresponding to our customer service and sales
12 process.

13 Q. So sticking with topic 10 and perhaps topic
14 13, why did Context try to switch out HAN -- switch
15 HAN practices to Context?

16 A. I don't really understand the question.

17 MR. O'BRIEN: I think because it doesn't seem
18 to be on topic.

19 BY MR. COWAN:

20 Q. Well, what was the -- was there a benefit,
21 a financial benefit to Context by switching a
22 practice from HAN to Context?

23 A. What topic are you referring to?

24 Q. Topic 10 and topic 13.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 A. So I think, as we've discussed, we sell
2 into a marketplace with offices that we've
3 predetermined as a good fit for our service based on
4 a number of different variables. I think some of
5 those practices have competitor services, and we
6 offer our service and try to explain the merits of
7 it to prospective members even if they potentially
8 have another service because we think it's a free
9 marketplace and it's something that can certainly be
10 done in accordance with our normal procedures in
11 business.

12 Q. I'm not trying to be sort of opaque about
13 this. I understand that at least during the
14 relevant time period Context did not try to track
15 revenues associated with a practice. We've covered
16 that, correct?

17 A. Uh-huh.

18 Q. Yes?

19 A. Yes.

20 Q. So I'm trying to kind of take it maybe a
21 level lower and simply trying to understand is there
22 some financial benefit to Context when it switches a
23 practice from HAN to Context?

24 A. Are you saying that relative to the

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 acquisition of another office?

2 Q. No. Just when it -- no. So I'm not trying
3 to compare it to, say, an AccentHealth office or an
4 office that has just TV or an office that has
5 nothing. I'm just saying when you -- when Context
6 is able to switch a HAN practice to Context, does it
7 receive any sort of a financial benefit at some
8 point in time associated with that switch?

9 A. I think part of our business model is to
10 grow our network and distribution, and certainly in
11 the practice of doing that we do acquire offices
12 that have a competing service. I think that's the
13 degree to which I sort of understand or am able to
14 answer the question.

15 Q. Well, there's got to be a reason why
16 Context tries to switch a competitor to its service,
17 right?

18 A. We're trying to build our network and I
19 think grow our distribution.

20 Q. All right. So why are you trying to grow
21 your network? Is there a financial remuneration
22 associated with that? Is there a financial benefit
23 of growing the network?

24 A. Certainly not directly from the practice.

1

[illegible]

1

www.merri11corp.com/law

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Merrill Corporation - Chicago

(312) 386-2000

www.merrillcorp.com/law

1

[illegible]

1

[illegible]

1

[illegible]

1

[illegible]

1

[illegible]

1

[illegible]

1

[illegible]

1

[illegible]

1

[illegible]

1

Age Group	Percentage
18-24	10
25-34	10
35-44	10
45-54	10
55-64	10
65-74	10
75-84	10
85-94	10
95-104	10
105-114	10
115-124	10
125-134	10
135-144	10
145-154	10
155-164	10
165-174	10
175-184	10
185-194	10
195-204	10
205-214	10
215-224	10
225-234	10
235-244	10
245-254	10
255-264	10
265-274	10
275-284	10
285-294	10
295-304	10
305-314	10
315-324	10
325-334	10
335-344	10
345-354	10
355-364	10
365-374	10
375-384	10
385-394	10
395-404	10
405-414	10
415-424	10
425-434	10
435-444	10
445-454	10
455-464	10
465-474	10
475-484	10
485-494	10
495-504	10
505-514	10
515-524	10
525-534	10
535-544	10
545-554	10
555-564	10
565-574	10
575-584	10
585-594	10
595-604	10
605-614	10
615-624	10
625-634	10
635-644	10
645-654	10
655-664	10
665-674	10
675-684	10
685-694	10
695-704	10
705-714	10
715-724	10
725-734	10
735-744	10
745-754	10
755-764	10
765-774	10
775-784	10
785-794	10
795-804	10
805-814	10
815-824	10
825-834	10
835-844	10
845-854	10
855-864	10
865-874	10
875-884	10
885-894	10
895-904	10
905-914	10
915-924	10
925-934	10
935-944	10
945-954	10
955-964	10
965-974	10
975-984	10
985-994	10
995-1004	10
1005-1014	10
1015-1024	10
1025-1034	10
1035-1044	10
1045-1054	10
1055-1064	10
1065-1074	10
1075-1084	10
1085-1094	10
1095-1104	10
1105-1114	10
1115-1124	10
1125-1134	10
1135-1144	10
1145-1154	10
1155-1164	10
1165-1174	10
1175-1184	10
1185-1194	10
1195-1204	10
1205-1214	10
1215-1224	10
1225-1234	10
1235-1244	10
1245-1254	10
1255-1264	10
1265-1274	10
1275-1284	10
1285-1294	10
1295-1304	10
1305-1314	10
1315-1324	10
1325-1334	10
1335-1344	10
1345-1354	10
1355-1364	10
1365-1374	10
1375-1384	10
1385-1394	10
1395-1404	10
1405-1414	10
1415-1424	

[illegible]

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1

■

■

■

■

■

■

■

■

■

11

12

13

14

15

16

17

18

19

20

21

22

23

24

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Let me ask you to talk about topic 15 that deals with Health Monitor. My first question is did you have any independent firsthand knowledge of any of the issues relating to Health Monitor when you joined the company or at any time when you were with the company? By that I mean independent of preparing to be a witness today.

A. I was certainly aware of the situation and I've reviewed a document that showed that I was, in my opinion, superficially involved in the process where I collected some feedback and showed it to the senior management team.

Q. And who did you collect the feedback from?

A. I'd have to see the document to actually

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 show you. I believe it would have been people who
2 interacted with Health Monitor or had been involved
3 in these situations. I know that, for example, one
4 in particular was Sylvia.

5 MR. COWAN: Let's go off the record for a few
6 minutes.

7 (Whereupon a discussion was had
8 off the record.)

9 BY MR. COWAN:

10 Q. Let me hand you Exhibit 95. Is Exhibit 95
11 the document you were referring to before we broke?

12 A. Yes, it is. So the last two pages are some
13 feedback or questions I rolled up.

14 Q. Just explain to me the creation of the last
15 two documents because when I read it I sort of read
16 it as picturing in my mind that there was some sort
17 of a meeting with all these people and this is what
18 was discussed. I take it that's not really what
19 happened?

20 A. No, not at all. So this was right after I
21 joined the organization. So in certain areas I was
22 brought up to speed. It was oftentimes, as I said,
23 going in and speaking to different people about
24 different topics. I believe -- I'm not sure if it's

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 in this communication.

2 Rishi asked me a couple questions. It says
3 "What's HAN's messaging? Why are members
4 switching - taking of physicians. What are we doing
5 to prevent -- a message to prevent this. Mike
6 seemed to have some ideas below. Please follow up
7 with SV."

8 I believe I took his information and then
9 went and asked a number of people as far as, you
10 know, what was some of the relevant information that
11 potentially would answer those questions.

12 Q. I got it. So it started with Rishi posing
13 some questions that you've referenced, and then you
14 went and followed up with individuals to try and get
15 information that might help answer his questions or
16 fill out the story?

17 A. Exactly.

18 Q. And "SV" would be Ms. Velazquez?

19 A. Yes.

20 Q. "SA" would be Ms. Agarwal?

21 A. Yes.

22 Q. And "JL" would be Ms. Loewe?

23 A. Yes.

24 Q. Then did you participate in any meetings

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 internal to Context about what to do about what I'll
2 call the Health Monitor issue?

3 A. I don't believe so. If so, I don't recall.

4 Q. So it looks like in preparing for topic 15
5 you talked to Mr. Demas?

6 A. I spoke to Jim and Rishi and then reviewed
7 some of the exhibits and documentation around this,
8 yes.

9 Q. Okay. And what -- it says "Jim was able to
10 reach them." I assume that's referring to Health
11 Monitor?

12 A. Yes.

13 Q. "And find a resolution by speaking to
14 someone at HM." What did Mr. Demas tell you about
15 his discussions with Health Monitor?

16 A. I believe there was some initial concern
17 because we had equipment removed and never returned
18 and it later turned out to be lost, and we wanted to
19 understand what happened in those instances. I
20 believe Jim got the contact information of someone
21 at Health Monitor, reached out to them and spoke to
22 them on the phone, in which case they were able to
23 resolve the issue and I know that Health Monitor
24 paid us for the equipment that they said that they

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 had lost.

2 Q. Do you know how much it was?

3 A. I don't.

4 Q. What was the resolution -- was there a
5 resolution on sort of a going-forward basis?

6 A. Not to my knowledge.

7 Q. Did Mr. Demas indicate that he had any
8 discussions with anyone at Health Monitor about
9 Health Monitor's practice of removing Context
10 equipment without Context's authorization?

11 A. No. My understanding is that the
12 resolution mainly was around the cost of the lost
13 equipment.

14 Q. So it is the company's position that there
15 was no -- there was no resolution with Health
16 Monitor dealing with what Health Monitor would do
17 going forward relative to Context equipment?

18 A. Based on my conversation, there was no
19 resolution on forward-going switch-outs. It was
20 focused on the payment and resolution around lost
21 equipment.

22 Q. Okay.

23 Do you know if after Mr. Demas had the
24 communication with the person at Health Monitor if

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Health Monitor removed any of Context's equipment
2 after that time? By that I mean just take the
3 equipment down.

4 A. I don't know.

5 Q. Do you know who it is that he spoke with at
6 Health Monitor?

7 A. No. Jim didn't have the specific name.

8 MR. COWAN: Dick, on these remaining topics,
9 are there any on the remaining topics, 16 -- well,
10 17 isn't in there. Let me see what 17 was. Okay.
11 17 you withdrew. All right. Thank you.

12 So the remaining ones, are any of these --
13 should we wait until after we get the forensics?

14 MR. O'BRIEN: No.

15 MR. COWAN: No. Okay.

16 BY MR. COWAN:

17 Q. So topic 16, what did you -- who did you
18 talk to relative to topic 16?

19 A. Yes. I spoke with Jim and Rishi, and I
20 reviewed some of the documentation I've seen related
21 to this.

22 Q. And what did they tell you?

23 A. There was a series of letters and
24 correspondence in early 2011 between Healthy Advice

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 and Contextmedia, at which point there was an
2 attempt by Contextmedia to come to an agreement with
3 regards to, you know, mutual procedures with regards
4 to switch-outs. Following that communication there
5 was an inability to reach or find resolution with
6 Healthy Advice, and due to that they then continued
7 with the operative switch-out procedures.

8 Q. Is it -- strike that.

9 It is not the company's position that
10 Healthy Advice ever said anything to Context that
11 led Context to believe that Healthy Advice approved
12 of the continued use of the operative HAN switch-out
13 practices; is that correct?

14 A. It is the company's position that we didn't
15 come to an agreement on the operative switch-out
16 procedures until March 2013.

17 Q. Topic 18, for topic 18 did you essentially
18 talk to the same people that you would have talked
19 to with respect to topic 9?

20 A. With your definition of trade secrets --

21 Q. I probably made this more difficult than I
22 should have.

23 A. Yeah. So I spoke to Shradha, Ryan, read
24 parts of Mike Berning's deposition, spoke with

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Travis, Mike Williams, and then obviously my own
2 personal knowledge.

3 Q. Topic 19, who did you talk to with respect
4 to topic 19?

5 A. The same group I just talked about and Jim.

6 Q. Demas?

7 A. Yes.

8 Q. Okay.

9 Going back to topic 18, did Context, to
10 your knowledge, undertake any efforts to do any sort
11 of a forensic analysis of any of its computer
12 systems or networks to determine whether or not
13 anyone had accessed the image of the hard drive?

14 A. Prior to what's currently being done?

15 Q. Well, prior to -- what do you mean "prior
16 to what's currently being done"? What's currently
17 being done?

18 A. My understanding is there's a forensic
19 procedure being done in accordance with this legal
20 proceeding.

21 MR. COWAN: Do you think he's referring to D4?

22 MR. O'BRIEN: I know he is.

23 BY MR. COWAN:

24 Q. Regarding topic 20, who did you speak to?

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Same group as 19 and 18?

2 A. I didn't speak with Ryan or Shradha or Jim
3 here because this is regarding the play-back
4 technology.

5 Q. Well, let me ask you this.

6 A. I spoke to Travis and Mike Williams.

7 Q. What did they tell you? Anything more than
8 what's described there in your notes?

9 A. So we have used BroadSign and Landscape,
10 since early 2008 in the case of BroadSign, at least
11 early 2009 in the case of Landscape. Both of those
12 are from my understanding what I've read in the
13 trade secrets representation inconsistent with the
14 software that HAN uses as well as obviously the
15 perspective that I got from Travis and Mike
16 Williams, in particular the HAN software uses
17 windows, we used a Linux-based operating system and
18 we've used third-party technologies since prior to
19 this instance and continue to do so. And my
20 understanding of what their appropriated
21 technologies are and what we use is that there are
22 fundamental incompatibilities that would make it --
23 it would be unuseable as it's described here.

24 Q. Topic 21, who did you speak with?

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 A. So Travis, Mike Williams, Jim. That's it.

2 Q. Your notes say "Context does not have any
3 technology it considers to be trade secrets."

4 A. We don't have anything that we consider to
5 be trade secrets.

6 Q. Does Context have any information that it
7 considers to be confidential as opposed to a trade
8 secret?

9 A. I believe there's confidential information
10 in the organization.

11 Q. Such as? I'm not asking for the specifics.
12 Just give me some general descriptions.

13 A. I think one example of confidential
14 information is our internal revenues.

15 Q. But I take it from your answer -- because
16 you said you don't have anything that's trade
17 secret. Do you draw a distinction between something
18 that's a trade secret and something that's
19 confidential?

20 A. Can you define confidential?

21 Q. I guess my definition, at least for
22 purposes of my question, would be information that
23 Context expects to be kept within Context, not
24 disseminated to any outside parties.

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 A. Okay. Can you define trade secrets?

2 Q. Trade secrets would be, under my
3 definition, something that is same or similar type
4 information which the company has taken reasonable
5 steps to try to maintain the secrecy of that
6 information.

7 MR. O'BRIEN: And semi-unique and provides a
8 competitive advantage.

9 BY THE WITNESS:

10 A. That's my understanding of trade secrets.

11 Q. Okay. Why don't we use Dick's and yours.
12 My question is are you drawing a distinction between
13 confidential and trade secrets, then?

14 A. I certainly believe there's a distinction.

15 Q. Okay.

16 And, as I understand your testimony,
17 there's no information that Context has that they
18 consider to be a trade secret; is that correct?

19 A. Correct. We don't have any information we
20 consider to be trade secrets based on our
21 understanding of the definition.

22 Q. I've just got a couple additional documents
23 I'd like to ask you just to identify, and I'm going
24 to mark them as exhibits because I don't think

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 they've been previously marked and deal with
2 communications with practices largely.

3 A. Okay.

4 (Plaintiff's Exhibit 207 was
5 marked as requested.)

6 BY MR. COWAN:

7 Q. Take a minute and look at Exhibit 207. My
8 first question will be to ask if it's a document
9 you've seen before today?

10 (Witness viewing document.)

11 BY THE WITNESS:

12 A. I haven't seen this before.

13 Q. Okay.

14 Does it appear to be a series of e-mail
15 exchanges between Mr. Cavanna and someone at Reston
16 Rheumatology relative to a potential switch of the
17 practice?

18 A. I don't understand it to be about a
19 potential switch.

20 Q. What do you understand it to be about?

21 A. Could you rephrase that?

22 Q. Yeah. You said you don't understand it to
23 be about a potential switch. I'm just asking what
24 do you understand it to be about? Does it appear to

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 be a series of communications --

2 A. I mean, there's a reference to the fact he
3 would guarantee its presence regardless of a
4 competitor's counteroffer. I don't see anything
5 with regards to a switch. So I don't have any
6 information that would lead me to believe that this
7 office was switched from another competitor to our
8 service.

9 Q. Well, the first e-mail, so the last page,
10 from Mr. Cavanna to this fellow, to Mr. Chung, the
11 last sentence says "Don't forget about the incentive
12 for switching out, exclamation point, \$200 gift card
13 with your name on it, smiley face." Do you see
14 that?

15 A. I see that now.

16 Q. Relative to the HAN practices that were
17 switched, do you know what -- how many of those
18 practices were offered an incentive such as a gift
19 card, free lunch, some sort of what you would refer
20 to as an incentive to switch?

21 A. We offer a broad range of incentives
22 oftentimes around campaigns or trying to mitigate
23 any degree of time or effort that any, you know,
24 component of our service requires from an office,

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 but I don't have any quantitative value as far as
2 the number of times that was done or that relative
3 to the ones offered to Healthy Advice practices.

4 Q. Are there any -- I'm going to ask two
5 questions. The first is are there any written --
6 during the relevant time period were there any
7 written materials that discussed under what
8 circumstances a practice could be offered an
9 incentive?

10 A. I'm not aware of any.

11 Q. And the second is do you know if there was
12 any sort of unwritten guidelines during the relevant
13 time period about when to offer an incentive or what
14 type of incentive to offer?

15 A. In very general terms I've heard a
16 structure by which an incentive can be offered from
17 anything ranging from you can do this up to X number
18 of times per month versus it can happen in this type
19 of situation. I'm not necessarily sure if there was
20 any written or unwritten procedure.

21 (Plaintiff's Exhibit 208 was
22 marked as requested.)

23 BY MR. COWAN:

24 Q. Take a minute and just look at 208. The

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 first question will be like the others, and that is
2 have you seen this before?

3 (Witness viewing document.)

4 BY THE WITNESS:

5 A. I've reviewed it.

6 Q. Have you seen that before?

7 A. No.

8 Q. The information -- I'm looking at the
9 e-mail from Brok to Jeana. The subject is "RHN
10 Carolina Specialty Care, Statesville, North
11 Carolina." The information that's in there,
12 network, account number, do you know where that
13 information is generated? Does that come from a
14 database or some sort of a system?

15 A. I'm not sure if he's putting that in
16 himself or he's copying and pasting from a database.

17 Q. Okay.

18 A. It seems similar to something I've seen
19 earlier today. So based on that structure, I'm led
20 to assume that it may be being copied and pasted
21 from a database.

22 (Plaintiff's Exhibit 209 was
23 marked as requested.)

24 BY MR. COWAN:

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 Q. To the best of your knowledge, 209, does it
2 appear to be related to the same practice?

3 (Witness viewing document.)

4 BY THE WITNESS:

5 A. Yes, it appears to be the same practice.

6 (Plaintiff's Exhibit 210 was
7 marked as requested.)

8 BY MR. COWAN:

9 Q. Last question. Take a look at 210. I'm
10 just going to ask you can you identify this as what
11 appears to be an internal communication, by that I
12 mean an internal Context communication relating to a
13 practice in Alabaster, Alabama, Shelby
14 Endocrinology?

15 A. Yes, it appears to be related to an account
16 in Alabaster, Alabama.

17 MR. COWAN: Let's go off the record for just a
18 second.

19 (Whereupon a discussion was had
20 off the record.)

21 (Plaintiff's Exhibit 211 was
22 marked as requested.)

23 BY MR. COWAN:

24 Q. Are you able to -- take a look, if you

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 would. These are some documents recently produced
2 by Context. I'm just trying to see if you're able
3 to identify these documents?

4 MR. O'BRIEN: 211 is a bunch of contracts,
5 right?

6 MR. COWAN: I haven't spent a lot of time with
7 it. That sounds like that could be the case.

8 MR. O'BRIEN: Okay. In fact, it does look like
9 that's the case.

10 BY MR. COWAN:

11 Q. Does this exhibit include a number of what
12 we would be referring to as sponsor contracts?

13 (Witness viewing document.)

14 BY THE WITNESS:

15 A. Yes, this appears to be a group of sponsor
16 contracts.

17 (Plaintiff's Exhibit 212 was
18 marked as requested.)

19 BY MR. COWAN:

20 Q. 212, does this also appear to be another
21 group of sponsor contracts?

22 (Witness viewing document.)

23 BY THE WITNESS:

24 A. Yes, it appears to be a group of sponsor

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 contracts.

2 Q. And the final -- I've got a document that
3 was produced. It's an updated list of what I
4 understand to be practices that switched from HAN to
5 Context. Did you have any involvement in preparing
6 that?

7 A. No.

8 Q. So if I showed you, you wouldn't be able to
9 authenticate it or identify it because you haven't
10 seen it before, I take it?

11 A. No.

12 MR. COWAN: That's all I have for you. Thank
13 you.

14 MR. O'BRIEN: No questions. We'll reserve.
15 (Whereupon, at 2:45 p.m., the
16 signature of the witness having
17 been reserved, the witness being
18 present and consenting thereto,
19 the taking of the instant
20 deposition ceased.)
21
22
23
24

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 STATE OF ILLINOIS)
2 COUNTY OF C O O K) SS:

3

4 The within and foregoing deposition of the
5 aforementioned witness was taken before Tina M.
6 Alfaro, C.S.R. and Notary Public, at the place,
7 date, and time aforementioned.

8 There were present during the taking of the
9 deposition the previously named counsel.

10 The said witness was first duly sworn and
11 was then examined upon oral interrogatories; the
12 questions and answers were taken down in shorthand
13 by the undersigned, acting as stenographer and
14 Notary Public; and the within and foregoing is a
15 true, accurate, and complete record of all the
16 questions asked of and answers made by the
17 aforementioned witness at the time and place
18 hereinabove referred to.

19 The signature of the witness was not
20 waived, and the deposition was submitted, pursuant
21 to Rules 30(e) and 32(d) of the Rules of Civil
22 Procedure for the United States District Court, to
23 the deponent per copy of the attached letter.

24

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 The undersigned is not interested in the
2 within case, nor of kin our counsel to any of the
3 parties.

4 Witness my official signature and seal as
5 Notary Public, in and for Cook County, Illinois on
6 this ____ day of _____, A.D., 2014.

7
8
9
10 _____
11 Tina M. Alfaro, CSR, CRR, CLR
12 C.S.R. No. 084-004220
13 311 South Wacker Drive
14 Suite 300
15 Chicago, Illinois 60606
16 (312) 386-2000
17
18
19
20
21
22
23
24

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE SOUTHERN DISTRICT OF ILLINOIS
3 WESTERN DIVISION

4 HEALTHY ADVICE NETWORKS, LLC.)
5)
6 Plaintiff,)
7)
8 vs.) Case No.
9) 1:12-cv-00610
10 CONTEXTMEDIA, INC.,)
11)
12 Defendant.)

13 I, BRADFORD PURDY, being first duly sworn,
14 on oath say that I am the deponent in the aforesaid
15 deposition taken on March 28, 2014; that I have read
16 the foregoing transcript of my deposition consisting
17 of pages 1 through 162 inclusive, and affix my
18 signature to same.

19 BRADFORD PURDY

20 SUBSCRIBED AND SWORN TO
21 before me this ____ day
22 of _____, 2014.

23 _____
24 NOTARY PUBLIC

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

April 9, 2014

Sidley Austin, LLP
Richard O'Brien, Esq.
One South Dearborn Street
Chicago, Illinois 60603

Re: HEALTHY ADVICE V. CONTEXTMEDIA
1:12-cv-00610
Dep: BRADFORD PURDY

Dear Mr. O'Brien:

Enclosed is your copy of the deposition transcript along with the original signature page and errata sheet.

Pursuant to the rules of court in this matter, please have the deponent read the transcript and sign the signature page before a notary public.

If any corrections/changes are to be made, please TYPE or PRINT them on the attached errata sheet, giving the page and line number, desired correction/change, and reason.

Please arrange for accomplishment of same and transmittal of the signature page and errata sheet back to our office within 30 days from the date of this letter.

Upon failure to comply, we shall forward an appropriate affidavit of noncompliance to all counsel of record.

Sincerely Yours,

Merrill Legal Solutions

cc: Grant Cowan

Healthy Advice Network vs. ContextMedia Inc.
Bradford Prudy March 28, 2014

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

ERRATA SHEET

CASE NAME: HEALTHY ADVICE V. CONTEXTMEDIA

CASE NUMBER: 1:12-cv-00610

WITNESS: BRADFORD PURDY

PAGE LINE

_____ CHANGE: _____

_____ REASON: _____

_____ CHANGE: _____

_____ REASON: _____

_____ CHANGE: _____

_____ REASON: _____

_____ CHANGE: _____

_____ REASON: _____

_____ CHANGE: _____

_____ REASON: _____

_____ CHANGE: _____

_____ REASON: _____

_____ CHANGE: _____

_____ REASON: _____

_____ CHANGE: _____

_____ REASON: _____

Signed: _____ Date: _____

REPORTER: Tina M. Alfaro